



Regular Meeting Agenda

Diamondhead Education Center
200 W. Burnsville Parkway
Burnsville, MN 55337
September 11, 2014
6:30 PM

(6:00 PM Listening Session with Directors Ron Hill and Dr. DeeDee Currier)

I. Call to Order

- A. Welcome the Public
- B. Pledge of Allegiance
- C. Introduce New Student Representative Ben Davidson
- D. Introduce New Director of Technology Doug Johnson

II. Business Meeting

- A. Approval of Agenda
- B. Consent Agenda

Description: Although board action is required, it is generally unnecessary to hold discussion on these items. In the event a board member wishes to discuss an item, that item will be moved for separate consideration.

- 1. Minutes 3
- 2. Human Resource Report 7
- 3. Donations 10

III. New Business

- A. Receive a Report on the First Day of School 12
Speaker(s): Joe Gothard, Superintendent
- B. Receive a Report on Vision One91 13
Speaker(s): Joe Gothard, Superintendent
- C. Receive a Report on Summer Construction Projects 14
Speaker(s): Glenn Simon, Director of Operations & Transportation
- D. Superintendent Evaluation Summary 15
Speaker(s): Bob VandenBoom, Vice Chair
- E. Approve, on a First Reading Basis, Board Policy 418: *Drug-Free Workplace/Drug-Free School* and Policy 419: *Tobacco-Free Environment*

Speaker(s): Joe Gothard, Superintendent	2
F. Approve the Proposed Revisions and Re-adopt the Unchanged Language in the 2013-2015 Collective Bargaining Agreement with the Burnsville Food Services Association and ISD 191	45
Speaker(s): Stacey Sovine, Exec. Director of Human Resources	
G. Approve Seasonal, Casual and Temporary Employee Pay Rates for the 2014-15 School Year	78
Speaker(s): Stacey Sovine, Exec. Director of Human Resources	
H. Approve the Proposed Revisions and Re-adopt the Unchanged Language in the 2013-2015 Terms and Conditions of Employment for the Community Education Employees of ISD 191	80
Speaker(s): Stacey Sovine, Exec. Director of Human Resources	
IV. Reports	
A. Student Representative	
B. Superintendent	
C. Board Members	
V. Adjourn to a Board Workshop Regarding a Potential Refunding Opportunity	

School Board Minutes
INDEPENDENT SCHOOL DISTRICT 191
August 21, 2014

The meeting of the Board of Education was called to order by Chair Schmid at 6:30 p.m. at the Burnsville High School Senior Campus in the Diamondhead Education Center.

Call to Order

Directors Currier, Alt, VandenBoom, Hill, Luth, Sweep and Chair Schmid were present. Others in attendance were Superintendent Gothard, administrators and staff.

Attendance

Schmid welcomed the audience and asked Alt to lead the Pledge of Allegiance.

Pledge of Allegiance

Moved by Luth, seconded by VandenBoom, to approve the agenda. Motion carried (7, 0).

Agenda

Moved by Alt, seconded by Sweep, to approve the consent agenda:

Consent Agenda Minutes

- Minutes of the August 7, 2014 regular board meeting and workshop
- Approve recommended personnel changes for J. Beach, L. Blons, J. Derouin, G. Fenske, S. Gernon, S. Gessner, A. Guild, S. Jorgenson, K. Khanhkeo, A. Leafblad, S. Olsen, A. Shimota, J. Spanton, B. Barnaby, K. Niffenegger, S. Singleton, A. Warrick, B. Pender, C. Campbell, T. Kruger, M. McClellan, D. Merwin, N. Peterson, D. Schwarz, A. Whipple, G. Winterlin, C. DeCarlo, K. Lopez, M. Pekar, C. Sommer, R. Woods, D. Drummer, J. Johnson, and T. Stepes.
- Adopt a resolution to approve and to accept the donations as presented. A complete list of donations is on the website.
- Approve June payroll checks numbered 717746-717813, and direct deposit notices numbered 538796-545000, in the net amount of \$4,797,485.41. June & July claims to date represented by checks numbered 433164-433878, 1010617-1010899, 49-59, and 100933-100938 and wire transfers and adjustments totaling \$7,948,300.35. Accept June receipts of \$18,165,179.81 and investments for the General Fund, 2012A Alt Facilities, and OPEB of \$62,765,482.16 as of June 30, 2014.
- Approve July payroll checks numbered 717817-717839, and direct deposit notices numbered 545001-546382, in the net amount of \$3,828,419.01. June, July & Aug claims to date represented by checks numbered 433879-434532,

Personnel

Donations

June Payroll, Deposits, Receipts and Investments

July Payroll, Deposits, Receipts, and Investments

1010900-1010986, 60-66, and 100939-100954 and wire transfers and adjustments totaling \$11,392,322.03. Accept July receipts of \$3,752,723.84 and investments for the General Fund, 2012A Alt Facilities, and OPEB of \$54,466,683.83 as of July 31, 2014.	
- Approve, on a second reading basis, Policy 705: Investments and rescinds Policy DFA: Revenues from Investments.	Policy 705
- Approve change order #1 for the 2014 Joseph Nicollet Junior High School Toilet Alterations project in the amount of \$10,430.00.	Change Order 1
- Approve change orders #1 and #2 for the 2014 Pavement Rehabilitation Project at Metcalf Junior High, Sioux Trail Elementary, Gideon Pond Elementary, Sky Oaks Elementary, Nicollet Junior High, Eagle Ridge Junior High and Hidden Valley Elementary in the amount of \$25,304.50.	Change Order 1 & 2
- Approve change order #6 for the 2013-2014 Burnsville High School Deferred Maintenance Project in the amount of \$56,376.00.	Change Order 6
Motion carried (7, 0).	
Moved by Hill, seconded by Currier, to approve the purchase of Aruba wireless access points and additional wiring necessary for upgrading our current wireless system through TIES. Motion carried after discussion (6, 0 with Luth abstaining).	Purchase Aruba Wireless
Moved by Currier, seconded by Sweep, to approve the Ice Arena Lease with the City of Burnsville for the 2014-2015 year in the amount of \$88,398.70 for a total of 399.17 hours of ice time. Motion carried after discussion (7, 0).	Ice Arena Lease
Moved by Sweep, seconded by Alt, to approve the agreement for mental health services with Headway Emotional Health Services, Inc. for 2014-2015 for a total of \$ 317,500. Motion carried after discussion (7, 0).	Headway Agreement
Moved by VandenBoom, seconded by Luth, to adjourn to a board workshop at 6:49 p.m. followed by a closed session to evaluation the superintendent as permitted by Minn. Statutes 13D.05 Subd. 3. Motion carried (7, 0).	Adjourn to Board Workshop
The board workshop began at 6:52 p.m.	Board Workshop
The purpose of the workshop was to discuss the Eagan TIF. Dave Osberg, City of Eagan Administrator, Jon Hohenstein, City of	

Eagan Community Development Director, Gary Olsen and Jeff Seeley from Ehlers were present at the workshop to answer questions from board members.

The workshop concluded at 8:06 p.m.

DeeDee Currier, clerk

Date Approved

DRAFT

Closed Session Notes
INDEPENDENT SCHOOL DISTRICT 191
August 21, 2014

This meeting will be closed as permitted by Minnesota Statutes, section 13D.05 Subd. 3 for the Superintendent's Evaluation.

Preliminary

The closed session was called to order by Chair Schmid at 8:15 p.m. at the Burnsville High School Senior Campus in the Diamondhead Education Center.

Call to Order

Members present: Directors Luth, Alt, Currier, VandenBoom, Hill, Sweep and Chair Schmid.

Attendance

Others in Attendance: Joe Gothard, superintendent

The following item was discussed:

- Superintendent Evaluation

Agenda

The closed session adjourned at 10:03 p.m.

Adjourn

DeeDee Currier, clerk

Date Approved

**Burnsville-Eagan-Savage Public Schools
Independent School District 191
Human Resources**

TO: Members, Board of Education
Joe Gothard, Superintendent

FROM: Stacey Sovine, Executive Director of Human Resources

DATE: September 11, 2014

RE: Recommended Personnel Changes

**Certified
Appointment**

Allison Kalkman	*Replacement-Long term substitute, 1.0 FTE, Neill, effective 8/29/14
Rebecca Olson	-New-Teacher, Kindergarten, 1.0 FTE, Neill, effective 8/25/14
Robert Pope	*Replacement-Teacher, SPED, 1.0 FTE, NJH, effective 8/19/14
Julia Porte	*Replacement-Teacher, ESL, 1.0 FTE, Byrne, effective 9/15/14
Jennifer Purdy-Erdahl	*Replacement-Long term substitute, SPED, 1.0 FTE, HV, effective 9/8/14
Stacy Regnier	-Replacement-Speech and Language Pathologist, 1.0 FTE, ECSE, effective 8/19/14
Deborah Therrien	*Replacement-ABE Teacher, ESL, hours vary, DEC, effective 6/19/14

Resignation
Carla Staffa

-Teacher, BHS, effective 8/21/14

**Classified
Appointment**

Patricia Artiga-Rosa	-Replacement-EA Level 4, 6.5 hrs/day, ECSE, effective 8/26/14
Christina Cayer	-New-EA Level 4, 6.75 hrs/day, ST, effective 8/26/14
Vicki Chroust	-New-EA Level 4, 7 hrs/day, BHS, effective 9/2/14
Leah Damon	-Replacement-EA Level 4, 26 hrs/wk, ECSE, effective 9/2/14
Luz Delgadillo	-Replacement-Food Service Associate, 3.5 hrs/day, MJH, effective 8/20/14

Christine Gardner *Replacement-Food Service Associate, 3.25 hrs/day, ERJH, effective 9/15/14

Abigail Katzmarek -Replacement-Due Process Clerk, 6 hrs/day, West Cluster, effective 8/25/14

Erica McKinney *Replacement-EA Level 2 and 3, 7 hrs/day, BHS, effective 9/11/14

Birhan Melake *Replacement-Food Service Associate, 3.25 hrs/day, VV, effective 9/11/14

Latisha Pickett *Replacement-EA Level 2 Lunchroom, 2 hrs/day, VV, effective 9/15/14

Arthur Shawback *Replacement-Operations Supervisor, - Maintenance, 8 hrs/day, Districtwide, effective 9/15/14

Change in Assignment

Hibo Abdallah -Assignment changes to ECSE EA Level 4, 32.5 hrs/wk, ECSE, effective 8/26/14

Michelle Bachmeier -Assignment changes to EA Level 4, 5.75 hrs/day, ECSE, effective 8/26/14

Marietta McGaha -Assignment changes to Food Service Associate, 2.25 hrs/day, VV, effective 8/20/14

Kristen Walterson -Assignment changes to ECSE EA Level 4, 19.5 hrs/wk, ECSE, effective 8/26/14

Resignation

Accolon Hollingsworth -EA, BHS, effective 8/25/14

Carla Peterson -Food Service Associate, ERJH, effective 8/25/14

Serena Ridgeway -Food Service Associate, BHS, effective 8/29/14

Galanie Sillga -EA, GP, effective 9/5/14

Merrie Jane Von Eschen -EA, BHS, effective 8/27/14

Jennifer Williamson -Food Service Associate, VV, effective 8/13/14

Community Education

Appointment

Christian Kibler -New-Coordinator I, 6-8 hrs/day as needed, DEC, effective 8/25/14

Diane Rush -Replacement-EC Program Associate, 7 hrs/day, DEC, effective 9/8/14

Timothy Schwab -Replacement-SA Team Coordinator, 7 hrs/day, DEC, effective 9/2/14

Resignation

Melinda Tudisco -Campus Cup Manager, DEC, effective 8/28/14

*added to original report
Burnsville-Eagan-Savage #191
Board Meeting – 09/11/2014



**Agenda II.B.3.
September 11, 2014**

To: Members, Board of Education
From: Lisa K. Rider, Executive Director of Business Services
Date: September 11, 2014
Re: Donations

RECOMMENDATION: to adopt a resolution to approve and accept the donations as presented.

RESOLUTION TO APPROVE AND ACCEPT DONATIONS

WHEREAS,

1. School Board Policy 706 establishes guidelines for the acceptance of gifts to the District; and
2. Minnesota Statute 123B.02 states the School Board may receive, for the benefit of the district, bequests, donations, or gifts for any proper purpose and apply the same to the purpose designated; and
3. Minnesota Statute 465.03 states the School Board may accept a gift, grant, or devise of real or personal property only by the adoption of a resolution approved by two-thirds of its members; and
4. Businesses and individuals have submitted donations to the district;

THEREFORE, BE IT RESOLVED by the School Board of ISD 191 to approve and accept with appreciation the donations as presented below and to permit their use as designated by the donors.

Moved by: _____

Seconded by: _____

Members in favor of the motion:

Members opposed:

Whereupon said Resolution was declared duly passed and adopted on September 11, 2014.

Jim Schmid
Chair - Board of Education

DeeDee Currier
Clerk – Board of Education

Date Received	Donor	Recipient of donation	Purpose	Donation
9/3/2014	Target-Take Charge of Education	Burnsville High School	Support the general fund	\$ 10,734.68
8/29/2014	Beth Borchart	Eagle Ridge Junior High	FIRE prizes	6-32oz gatorades and 2 ice cubes
8/25/2014	Fairview Ridges Hospital	ISD 191	Children in need	4 boxes of school supplies
8/27/2014	Lisa Raley	ISD 191	School supplies for any school in need. She will also be dropping off supplies at BHS and Eagle Ridge in memory of their son Brett Michael Raley.	2 large boxes
8/22/2014	Capex Outsource LLC	Burnsville High School	To support Junior High FTC Robotics	\$ 4,000.00
8/19/2014	Illumination Church	BrainPower in a Backpack	BrainPower in a Backpack Food donation	many boxes of food (about 8)
8/21/2014	KIND Healthy Snacks	BrainPower in a Backpack	BrainPower in a Backpack food donation	432 KIND Bars
8/18/2014	Residents of The Rivers	BrainPower in a Backpack	BrainPower in a Backpack Food	\$ 100.00
8/18/2014	Vicki and Robert Roy	Burnsville High School	Support for the 2014-15 Hall Of Fame Induction Ceremony	\$ 50.00

Total monetary contributions to accept: **\$14,884.68**



To: Board of Education, Members

Agenda Item III.A

From: Superintendent Joe Gothard

Re: Report on First Day of School

Date: September 11, 2014

Superintendent Gothard will give a report on the first day of school.



To: Board of Education, Members

Agenda Item III.B

From: Superintendent Joe Gothard

Re: Report on Vision One91

Date: September 11, 2014

Superintendent Gothard will give a report on Vision One91.



To: Board of Education, Members
Superintendent Joe Gothard **Agenda Item III.C**

From: Glenn Simon, Director of Operations & Transportation

Re: Report on Summer Construction Projects

Date: September 11, 2014

Glenn Simon, Director of Operations & Transportation will give a report on Summer Construction Projects.

Superintendent Performance Evaluation Summary:

The ISD191 School Board would like to take this opportunity to formally and publicly congratulate Joseph Gothard on an exemplary first year of service to the Burnsville-Eagan-Savage Independent School District 191! Mr. Gothard's commitment, both personally and professionally, to academic excellence and to the well-being of the families and communities we support is clear.

On August 21st, 2014, the School Board met with Superintendent Gothard in a closed session to conduct his annual performance evaluation covering the period from July 1st, 2013 through June 30th, 2014. In addition to conducting the formal evaluation, board members took time to celebrate and reflect on the positive accomplishments for the year and provided constructive feedback to help drive future success.

As part of the formal process, Mr. Gothard and the board agreed, in advance, to evaluate his first year performance on 7 key goals in 4 major categories.

The categories and key goals for each category include:

- Vision for Student Learning
 - **Establish the guiding principles and priorities for effective Board of Education and Superintendent Relations.**
 - **Review District achievement data, ensure college and career readiness through meaningful and relevant student learning opportunities and provide a report to the Board on findings and actions to take.**
 - **Advance the district's commitment towards equity, diversity and parent engagement.**
- Relationships and Culture
 - **Create support from the public through frequent communication, open and honest dialogue, and development of partnerships that support the students, staff and families of the district.**
 - **Build trusting two-way relationships with staff.**
- Operations
 - **Review the effectiveness of the overall organization and recommend changes as needed.**
- District Vision
 - **Lay out the district vision for the next school year and 5 years from now.**

We are pleased to report that Mr. Gothard exceeded board expectations on 3 of the key goals and successfully met board expectations in all other areas.

From the moment we hired Mr. Gothard, this board has made it abundantly clear that we have very high expectations both as it relates to his own performance, but more importantly as it relates to his ability to drive improvements in our student outcomes. While there is a lot more work ahead of us with respect to improving student performance and achievement, it is also clear that Mr. Gothard has demonstrated strong leadership and people skills that will be critically important to help move the district forward.

The board has already begun to work with Mr. Gothard to establish new evaluation criteria for future years which will place greater emphasis on student achievement and aligning key goals to specific areas outlined in our District Mission Statement. The board has also been pleased with Joe's district and community outreach and expect that he will continue to strengthen those relationships as part of his focus on our core mission.

Finally, we want to commend Mr. Gothard for working diligently to re-build a culture of trust and accountability with board members as well as district staff. We are confident that the hard work put forward to date will position the district well to make improvements for years to come.

Congratulations on a great first year Mr. Gothard (Joe), and Best Wishes as you channel your energy toward your, and our students', future success!



To: Board of Education, Members

Agenda Item III.E

From: Superintendent Gothard

Re: Board Policies

Date: September 11, 2014

Recommendation: That the Board of Education approves, on a first reading basis, Board Policy 418: *Drug-Free Workplace/Drug-Free School* and Board Policy 419: *Tobacco-Free Environment* and rescind policies GBK-R, JFCG, GBCBA and JFCH.

The Policy Review Committee has reviewed Board Policy 418: *Drug-Free Workplace/Drug-Free School* and Board Policy 419: *Tobacco-Free Environment* and recommends that you approve the policies.

ATTACHMENTS

Adopted: 6/89

Burnsville-Eagan-Savage School District Policy 418

Reviewed:

Revised: 5/93, 2/0, 9/14

Rescinds: GBCBA, JFCH

418 DRUG-FREE WORKPLACE/DRUG-FREE SCHOOL

I. PURPOSE

The purpose of this policy is to maintain a safe and healthful environment for employees and students by prohibiting the use of alcohol, toxic substances and controlled substances without a physician's prescription.

II. GENERAL STATEMENT OF POLICY

- A. Use of controlled substances, toxic substances, and alcohol before, during, or after school hours, at school or in any other school location, is prohibited as general policy. Paraphernalia associated with controlled substances is prohibited.
- B. A violation of this policy occurs when any student, teacher, administrator, other school district personnel, or member of the public uses alcohol, toxic substances, or controlled substances in any school location.
- C. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school personnel, or member of the public who violates this policy.

III. DEFINITIONS

- A. "Alcohol" includes any alcoholic beverage, malt beverage, fortified wine, or other intoxicating liquor.
- B. "Controlled substances" include narcotic drugs, hallucinogenic drugs, amphetamines, barbiturates, marijuana, anabolic steroids, or any other controlled substance as defined in Schedules I through V of the Controlled Substances Act, 21 U.S.C. § 812, including analogues and look-alike drugs.
- C. "Toxic substances" includes glue, cement, aerosol paint, or other substances used or possessed with the intent of inducing intoxication or excitement of the central nervous system.
- D. "Use" includes to sell, buy, manufacture, distribute, dispense, possess, use, or be under the influence of alcohol and/or controlled substances, whether or not for the purpose of receiving remuneration or consideration.

- E. “Possess” means to have on one’s person, in one’s effects, or in an area subject to one’s control.
- F. “School location” includes any school building or on any school premises; in any school-owned vehicle or in any other school-approved vehicle used to transport students to and from school or school activities; off school property at any school-sponsored or school-approved activity, event, or function, such as a field trip or athletic event, where students are under the jurisdiction of the school district; or during any period of time such employee is supervising students on behalf of the school district or otherwise engaged in school district business.

IV. EXCEPTIONS

- A. A violation of this policy does not occur when a person brings onto a school location, for such person’s own use, a controlled substance which has a currently accepted medical use in treatment in the United States and the person has a physician’s prescription for the substance. The person shall comply with the relevant procedures of this policy.
- B. A violation of this policy does not occur when a person possesses an alcoholic beverage in a school location when the possession is within the exceptions of Minn. Stat. § 624.701, Subd. 1a (experiments in laboratories; pursuant to a temporary license to sell liquor issued under Minnesota laws or possession after the purchase from such a temporary license holder).

V. PROCEDURES

- A. Students who have a prescription from a physician for medical treatment with a controlled substance must comply with the school district’s student medication policy.
- B. Employees who have a prescription from a physician for medical treatment with a controlled substance are permitted to possess such controlled substance and associated necessary paraphernalia, such as an inhaler or syringe. The employee must inform his or her supervisor. The employee may be required to provide a copy of the prescription.
- C. Each employee shall be provided with written notice of this Drug-Free Workplace/Drug-Free School policy and shall be required to acknowledge that he or she has received the policy.
- D. Employees are subject to the school district’s drug and alcohol testing policies and procedures.
- E. Members of the public are not permitted to possess controlled substances in a school location except with the express permission of the superintendent.

- F. Possession of alcohol on school grounds pursuant to the exceptions of Minn. Stat. § 624.701, Subd. 1a, shall be by permission of the school board only. The applicant shall apply for permission in writing and shall follow the school board procedures for placing an item on the agenda.

VI. ENFORCEMENT

A. Students

1. A student who violates the terms of this policy shall be subject to discipline in accordance with the school district's discipline policy. Such discipline may include suspension or expulsion from school.
2. The student may be referred to a drug or alcohol assistance or rehabilitation program and/or to law enforcement officials when appropriate.

B. Employees

1. As a condition of employment in any federal grant, each employee who is engaged either directly or indirectly in performance of a federal grant shall abide by the terms of this policy and shall notify his or her supervisor in writing of his or her conviction of any criminal drug statute for a violation occurring in any of the places listed above on which work on a school district federal grant is performed, no later than five (5) calendar days after such conviction. Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.
2. An employee who violates the terms of this policy is subject to disciplinary action, including nonrenewal, suspension, termination, or discharge as deemed appropriate by the school board.
3. In addition, any employee who violates the terms of this policy may be required to satisfactorily participate in a drug and/or alcohol abuse assistance or rehabilitation program approved by the school district. Any employee who fails to satisfactorily participate in and complete such a program is subject to nonrenewal, suspension, or termination as deemed appropriate by the school board.
4. Sanctions against employees, including nonrenewal, suspension, termination, or discharge shall be pursuant to and in accordance with applicable statutory authority, collective bargaining agreements, and school district policies.

C. The Public

A member of the public who violates this policy shall be informed of the policy and asked to leave. If necessary, law enforcement officials will be notified and asked to provide an escort.

Legal References: Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)
 Minn. Stat. § 340A.403 (3.2 Percent Malt Liquor Licenses)
 Minn. Stat. § 340A.404 (Intoxicating Liquor; On-Sale Licenses)
 Minn. Stat. § 609.684 (Sale of Toxic Substances to Children; Abuse of Toxic Substances)
 Minn. Stat. § 624.701 (Liquor in Certain Buildings or Grounds)
 20 U.S.C. § 7101-7165 (Safe and Drug-Free Schools and Communities Act)
 21 U.S.C. § 812 (Schedules of Controlled Substances)
 41 U.S.C. §§ 8101-8106 (Drug-Free Workplace Act)
 21 C.F.R. §§ 1308.11-1308.15 (Controlled Substances)
 34 C.F.R. Part 84 (Government-wide Requirements for Drug-Free Workplace)

Cross References: Burnsville-Eagan-Savage School District Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
 Burnsville-Eagan-Savage School District Policy 416 (Drug and Alcohol Testing)
 Burnsville-Eagan-Savage School District Policy 417 (Chemical Use and Abuse)
 Burnsville-Eagan-Savage School District Policy 506 (Student Discipline)
 Burnsville-Eagan-Savage School District Policy 516 (Student Medication)

Descriptor Term: **Drug Free Workplace/Drug Free School**

Descriptor Code: **GBCBA**

Issued Date: **12/90**

Reviewed Date:

Revised Date: **2/01**

Rescinds:

I. PURPOSE

The purpose of this policy to maintain a safe and healthful environment for employees and students of Independent School District 191 by prohibiting the use of alcohol, toxic substances and controlled substances without a physician prescription.

II. GENERAL STATEMENT OF POLICY

- A. Use of controlled substances, toxic substances, and alcohol before, during, or after school hours, at school or in any other school location, is prohibited as general policy. Paraphernalia associated with controlled substances is prohibited.
- B. It shall be a violation of this policy for any student, teacher, administrator, other school district personnel, or member of the public to use alcohol, toxic substances or controlled substances in any school location.
- C. Independent School District 191 will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school personnel, or member of the public who violates this policy.

III. DEFINITIONS

- A. Alcohol includes any alcoholic beverage, malt beverage, or fortified wine or other intoxicating liquor.
- B. A Controlled substances includes narcotic drugs, hallucinogenic drugs, amphetamines, barbiturates, marijuana, anabolic steroids, or any other controlled substance as defined in Schedules I through V of the Controlled Substances Act, 21 U.S.C. 812, including analogues and look-alike drugs.
- C. A Toxic substances includes glue, cement, aerosol paint, or other substances used or possessed with the intent of inducing intoxication or excitement of the central nervous system.
- D. A Use includes to sell, buy, distribute, dispense, possess, use or be under the influence of alcohol and/or controlled substances, whether or not for the purpose of receiving remuneration or consideration.
- E. A Possess means to have on one's person, in one's effects, or in an area subject to one's control.
- F. A School district location includes any school building or on any school premises; on any school-owned vehicle or in any other school-approved activities; off school property at any school-sponsored or school-approved activity, event or function, such as a field trip or athletic event, where students are under the jurisdiction of the school district; or during any period of time such employee is

supervising students on behalf of the school district or otherwise engaged in school district business.

IV. EXCEPTIONS

- A. It shall not be a violation of this policy for a person to bring onto a school location, for such person's own use, a controlled substance which has a currently accepted medical use in treatment in the United States and the person has a physician prescription for the substance. The person shall comply with the relevant procedures of this policy.
- B. It shall not be a violation of this policy for a person to possess an alcoholic beverage in a school location when the possession is within the exceptions of Minn. Stat. 624.701, Subd. 1a (experiments in laboratories or pursuant to a temporary license under Minn. Stat. 340A.404, Subd. 10 and 340A.403, Subd. 2)

V. PROCEDURES

- A. Students who have a prescription from a physician for medical treatment with a controlled substance are permitted to possess such controlled substance and associated necessary paraphernalia, such as an inhaler or syringe. The student must provide a copy of the prescription to the (school nurse or principal or other designed staff) to be kept on file, along with other emergency information. It is the responsibility of the student to provide a copy of a renewal after a prescription has expired.
- B. Employees who have a prescription from a physician for medical treatment with a controlled substance are permitted to possess such controlled substance and associated necessary paraphernalia, such as an inhaler or syringe. The employee may be required to provide a copy of the prescription.
- C. Employees are subject to the school district's drug and alcohol testing policies and procedures.
- D. Members of the public are not permitted to possess controlled substances in a school location except with the express permission of the superintendent.
- E. Possession of alcohol on school grounds pursuant to the exceptions of Minn. Stat. 624.701, Subd. 1a, shall be by permission of the school board only. The applicant for permission shall apply in writing and shall follow the school board procedures for placing an item on the agenda.

IV. ENFORCEMENT

- A. Employees
 - 1. An employee who violates the terms of this policy is subject to disciplinary action, including nonrenewal, suspension, termination or discharge as deemed appropriate by the school board.
 - 2. In addition, any employee who violates the terms of this policy may be required to satisfactorily participate in a drug and/or alcohol abuse assistance or rehabilitation program approved by the school district. Any employee who fails to satisfactorily participate in and complete such a program is subject to nonrenewal, suspension or termination as deemed appropriate by the school board.

3. As a condition of employment in any federal grant, each employee who is engaged either directly or indirectly in performance of a federal grant shall abide by the terms of this policy and shall notify his or her supervisor in writing of his or her conviction of any criminal drug statute for a violation occurring in any of the places listed above on which work on a school district federal grant is performed, no later than five (5) calendar days after such conviction.
4. Sanctions against employees, including nonrenewal, suspension, termination or discharge shall be pursuant to and in accordance with applicable statutory authority, collective bargaining agreements and school district policies.

B. The Public

A member of the public who violates this policy shall be informed of the policy and asked to leave. If necessary, law enforcement officials will be notified and asked to provide an escort.

Legal References:

Minn. Stat. § 340A.403 (3.2 Percent Malt Liquor Licenses)

Minn. Stat. § 340A.404 Intoxicating Liquor; On Sale Licenses)

Minn. Stat. § 609.684 (Sale of Toxic Substances to Children; Abuse of Toxic Substances)

Minn. Stat. § 624.701 (Liquor in Certain Buildings or Grounds)

21 C. F. R. 1300.11-1300.15

21 U.S. C. 812

Descriptor Term: **Drug and Alcohol Use,
Possession and Sale by Students**

Descriptor Code: **JFCH**

Issued Date: **6/89**

Reviewed Date:

Revised Date: **5/93**

Rescinds:

The possession, use, distribution and/or sale of alcohol and chemicals is strictly prohibited on campus or at a school sponsored activity.

Students should be aware that school suspension and/or expulsion are possible consequences of the violation of this rule.

Students should be aware of the consequences of the violation of the drug and smoking rules included in this policy and regulation and that of the Minnesota State High School League.

A program in the personal use and misuse of and dependency on tobacco, alcohol, drugs and other chemicals shall be provided.

Descriptor Term: **Drug and Alcohol Use,
Possession and Sale by Students**

Descriptor Code: **JFCH-R**

Issued Date: **6/89**

Reviewed Date:

Revised Date: **5/93**

Rescinds:

Chemical Dependency

Chemical dependency is a treatable illness. If it appears that chemical use/misuse exists, it is the responsibility of the school to share these concerns with the family and student. The intention is to create an atmosphere of openness and understanding.

I Possession, Use, Distribution at School or School Activities

These procedures shall be followed when it has been determined that a student has consumed/used, possessed, or furnished alcohol or mood-altering substances or drug paraphernalia on school grounds or at school activities. These procedures also apply in any case when it is determined that a student, on school grounds or at a school activity, has consumed or is under the influence of alcohol or mood-altering substances regardless of the amount consumed or where consumption took place. Parents will be informed on every occasion when a student is alleged to have violated these regulations.

Consequences

Consequences will be cumulative K-12.

Activity eligibility consequences shall be enforced.

For the first and second offense:

Referral to the building preassessment team.

Referral to local law enforcement agency.

Enrollment in an appropriate chemical education program approved by a building administrator; i.e., Insight Program.

First offense, suspension for three to five days. The incident may be reviewed for additional suspension.

Second offense, suspension for five days. The incident will be reviewed for additional suspension.

All procedures as required under the Pupil Fair Dismissal Act will be followed.

In addition, the student may be subject to one or more of the following:

Recommendation to attend student/parent/guardian intervention sessions with appropriate school personnel.

Recommendation to attend support groups.

Recommendation of referral to assessment, detoxification or medical facility. Parent/guardian will be asked to sign a release of information that allows direct communication between evaluator and school personnel. Parents will be asked to provide a detailed written summary of the assessment prepared by the evaluation agency.

Referral to the Superintendent with a recommendation for expulsion.

When conducting an investigation to determine whether or not a student has violated these regulations, District officials reserve the right to:

Check vital signs of the student by the school nurse; and,

Search the student's locker and personal belongings in an attempt to find contraband and paraphernalia if probable cause exists.

For the third offense:

A student who violates this policy, cumulative K-12, for a third time will be recommended by the building principal for expulsion.

Sale of Illegal substance

Any student found to have sold an illegal mood-altering substance on school property will be recommended to the Superintendent for expulsion.

Right of appeal:

Parents may appeal those issues where extenuating circumstances exist. Complaints relating to this policy are not considered extenuating circumstances.

II Minnesota Statute 691

These procedures shall be followed when students are reported by local law enforcement agencies to District officials (as specified in Minnesota Statute 691):

Referral to the building preassessment team and notification of parents/guardian:

Prior to the meeting of the building preassessment team, parents will receive:

Information outlining the functions of the preassessment team.

An invitation to meet with representatives of the building preassessment team to discuss team recommendations.

Actions of the preassessment team could include:

Collecting additional information by reviewing student records, interviewing teachers, other support staff, students, etc.

Recommending the attendance of a student/parent/guardian intervention sessions with appropriate school personnel.

Recommending the participation of the student in appropriate support group activities.

Recommending that the student receive an intensive assessment.

Activity eligibility consequences shall be enforced.

Appeals for citations received from local authorities are appropriately done through the judicial system.

III Other Reports of Chemical Use

These procedures will be followed when other reports of illegal alcohol or chemical use by students are received:

Parents/guardians will be notified of the information received.

The building administrator, or designee, will investigate and, if verified, the following actions will be taken:

A. If the student is not involved in activities or athletics, actions will include:

Referral to the building preassessment team.

Enrollment in Insight Program or other appropriate educational/intervention program approved by a building administrator.

Loss of future leadership opportunities for eighteen weeks of the current and, if necessary, the next school year.

B. If the student is involved in activities or athletics, actions will include:

Referral to the building preassessment team.

Enrollment in Insight Program or other appropriate educational/intervention program approved by a building administrator.

Removal of activity eligibility and leadership responsibilities as outlined in the co-curricular activity section of this regulation.

Co-Curricular Activities

A. Students who participate in co-curricular activities sanctioned by the Minnesota State High School League and dance line will also be subject to the following consequences:

First violation:

The student shall lose eligibility for the next two (2) consecutive interscholastic contests/performance or two (2) consecutive weeks of the season, whichever is greater, commencing on the first practice/performance/competition following notification of student by administration. No exception is permitted for a student who voluntarily enters a treatment program. Leadership positions will be relinquished for eighteen weeks of the current year and, if necessary, the next school year; e.g., captains, co-captains, presidents, club officers, etc.

Second violation:

The student shall lose eligibility for the next six (6) consecutive interscholastic contests/tests/performance in which the student is a participant, commencing on the first practice/performance/competition following notification of student by administration. No exception is permitted for a student who voluntarily enters a treatment program. All students in violation a second time will be encouraged to get a chemical dependency assessment at a District-approved program. All present and future leadership positions will be forfeited, e.g., captains, co-captains, presidents, club officers, etc.

Third and subsequent violations:

The student shall lose eligibility for the next 12 consecutive interscholastic contests/performance in which the student is a participant, commencing on the first practice/performance/competition following notification of student by administration.

If, after the third or subsequent violations, the student on her/his own volition becomes a participant in a chemical dependency program or treatment program, the student may be certified for reinstatement in MSHSL activities after a minimum period of six (6) weeks after entering the program. Such certification must be issued by the director or counselor of a chemical dependency treatment center.

Penalties for violations shall be cumulative, grades 9-12, whether or not the activity is sanctioned by the State High School League. In order for retribution to be considered completed, a student must participate in the activity for the entire season. If a student denies a violation which is later determined to be accurate, the student shall be disqualified from all interscholastic athletics and/or activities for nine (9) additional weeks beyond what would be the student's original suspension time.

Appeals for citations received by local law enforcement authorities are appropriately done through the regular judicial system.

Parents may appeal those issues where extenuating circumstances exist. Complaints relating to this policy are not considered extenuating circumstances.

- B. Students who participate in activities not under the sanction of the Minnesota State High School League (including peer leadership programs) will also be subject to the following consequences:

First violation:

The student will not be allowed to participate for two (2) weeks, commencing on the first practice/performance/competition following notification of student by administration.

No exception is permitted for a student who voluntarily enters a treatment program. Leadership positions will be relinquished for eighteen weeks of the current year and, if necessary, the next school year; e.g., captains, co-captains, presidents, club officers, student council officers and elected student leadership positions.

Second violation:

The student will not be allowed to participate for the next six (6) consecutive weeks, commencing on the first practice/performance/competition following notification of the student by administration. No exception is permitted for a student who voluntarily enters a treatment program. All students who are in violation a second time will be encouraged to get a chemical dependency assessment at a District-approved program. All present and future leadership positions will be forfeited, e.g., captains, co-captains, presidents, club officers, student council, etc.

Third and subsequent violations:

The student shall not be allowed to participate for the next 12 consecutive weeks, commencing on the first practice/performance/competition following notification by administration.

If, after the third or subsequent violations, the student on his/her own volition becomes a participant in a chemical dependency program or treatment program, the student may be reinstated in activities after a minimum period of six (6) weeks after entering the program. Such certification must be issued by the director or a counselor of a chemical dependency treatment center.

Penalties for violations shall be cumulative, grades 9-12, whether or not the activity is sanctioned by the State High School League. If a student denies a violation which is later determined to be accurate, the student shall be disqualified from all interscholastic athletics and/or activities for nine (9) additional weeks beyond what would be the student's original suspension time.

Appeals for citations received by local authorities are appropriately done through the regular appropriate judicial system.

Parents may appeal those issues where extenuating circumstances exist. Complaints relating to this policy are not considered extenuating circumstances.

Chemical Dependency Programs

The District will continue its support for a program of drug education in the curriculum, encourage staff to foster awareness of the dangers in chemical use and abuse, and cooperate with other agencies involved in this endeavor.

The harmful effects of chemicals and alcohol shall be taught in health K-12.

Seventh through twelfth grade students shall attend a small group information meeting with advisors or in homeroom, near the beginning of the school year, devoted to school district policies and regulations about chemicals and alcohol.

The chemical awareness coordinator shall invite all activity and athletic coaches/advisors and student leaders to participate in a program to keep participants chemically free during an activity and/or athletic season.

The chemical awareness coordinator will provide each building's staff with an ongoing inservice so that staff is aware of school rules and regulations pertaining to chemicals and alcohol and the role of each in the identification of chemical use, abuse, and misuse.

A Student Assistance Program shall be established in grades 7-12 by the chemical awareness coordinator to provide alcohol and drug abuse intervention and prevention for students who have a chemically dependent parent, who abuse alcohol or drugs, who have chemical-related behavioral problems, and/or who have attendance problems. The program will have four components:

Supportive, educative group counseling will be provided for students with chemically dependent parents.

Students who are using alcohol or drugs dysfunctionally will receive individual or family counseling to initiate a referral to a treatment program.

Students with decreased academic performance, increased truancy, and/or inappropriate behavior that concerns school personnel may be referred to the chemical awareness coordinator.

The chemical awareness coordinator will meet with concerned parents and community groups to plan strategies for problems related to adolescent alcohol and drug abuse.

Adopted: 6/87

Burnsville-Eagan-Savage School District Policy 419

Reviewed:

Revised: 5/93, 7/0, 9/14

Rescinds: GBK-R, JFCG

419 TOBACCO-FREE ENVIRONMENT

I. PURPOSE

The purpose of this policy is to maintain learning and working environments that are tobacco free.

II. GENERAL STATEMENT OF POLICY

- A. A violation of this policy occurs when any student, teacher, administrator, other school personnel of the school district, or person smokes or uses tobacco, tobacco-related devices, or electronic cigarettes in a public school. This prohibition extends to all facilities, whether owned, rented, or leased, and all vehicles that a school district owns, leases, rents, contracts for, or controls. In addition, this prohibition includes vehicles used, in whole or in part, for work purposes, during hours of school operation, if more than one person is present. This prohibition includes all school district property and all off-campus events sponsored by the school district.
- B. A violation of this policy occurs when any elementary school, middle school, or secondary school student possesses any type of tobacco, tobacco-related device, or electronic cigarette in a public school. This prohibition extends to all facilities, whether owned, rented, or leased, and all vehicles that a school district owns, leases, rents, contracts for, or controls and includes vehicles used, in whole or in part, for school purposes, during hours of school operation, if more than one person is present. This prohibition includes all school district property and all off-campus events sponsored by the school district.
- C. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school personnel, or person who is found to have violated this policy.
- D. The school district will not solicit or accept any contributions or gifts of money, curricula, materials, or equipment from companies that directly manufacture and are identified with tobacco products, devices, or electronic cigarettes. The school district will not promote or allow promotion of tobacco products or e-cigarettes on school property or at school-sponsored events.

III. TOBACCO AND TOBACCO-RELATED DEVICES DEFINED

- A. "Electronic cigarette" means any oral device that provides a vapor of liquid

nicotine, lobelia, and/or other similar substance, and the use or inhalation of which simulates smoking. The term shall include any such devices, whether they are manufactured, distributed, marketed, or sold as e-cigarettes, e-cigars, e-pipes, or under another product name or descriptor.

- B. “Tobacco” means cigarettes and any product containing, made, or derived from tobacco that is intended for human consumption, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, or any component, part, or accessory of a tobacco product; cigars; cheroots; stogies; perique; granulated, plug cut, crimp cut, ready rubbed, and other smoking tobacco; snuff; snuff flour; cavendish; plug and twist tobacco; fine cut and other chewing tobacco; shorts; refuse scraps, clippings, cuttings and sweepings of tobacco; and other kinds and forms of tobacco.
- C. “Tobacco-related devices” means cigarette papers or pipes for smoking.
- D. “Smoking” means inhaling or exhaling smoke from any lighted cigar, cigarette, pipe, or any other lighted tobacco or plant product. Smoking also includes carrying a lighted cigar, cigarette, pipe, or any other lighted tobacco or plant product intended for inhalation.

IV. EXCEPTIONS

- A. A violation of this policy does not occur when an Indian adult lights tobacco on school district property as a part of a traditional Indian spiritual or cultural ceremony. An Indian is a person who is a member of an Indian tribe as defined under Minnesota law.
- B. A violation of this policy does not occur when an adult nonstudent possesses a tobacco or nicotine product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product, as a tobacco dependence product, or for other medical purposes, and is being marketed and sold solely for such an approved purpose.

V. ENFORCEMENT

- A. All individuals on school premises shall adhere to this policy.
- B. Students who violate this tobacco-free policy shall be subject to school district discipline procedures.
- C. School district administrators and other school personnel who violate this tobacco-free policy shall be subject to school district discipline procedures.
- D. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota or federal law, and school district policies.

- E. Persons who violate this tobacco-free policy may be referred to the building administration or other school district supervisory personnel responsible for the area or program at which the violation occurred.
- F. School administrators may call the local law enforcement agency to assist with enforcement of this policy. Smoking or use of any tobacco product in a public school is a violation of the Minnesota Clean Indoor Air Act and/or the Freedom to Breathe Act of 2007 and is a petty misdemeanor. A court injunction may be instituted against a repeated violator.
- G. No persons shall be discharged, refused to be hired, penalized, discriminated against, or in any manner retaliated against for exercising any right to a smoke-free environment provided by the Freedom to Breathe Act of 2007 or other law.

VI. DISSEMINATION OF POLICY

- A. This policy shall appear in the student handbook.
- B. The school district will develop a method of discussing this policy with students and employees.

Legal References: Minn. Stat. §§ 144.411-144.417 (Minnesota Clean Indoor Air Act)
 Minn. Stat. § 609.685 (Sale of Tobacco to Children)
 2007 Minn. Laws Ch. 82 (Freedom to Breathe Act of 2007)

Cross References: Burnsville-Eagan-Savage School District Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
 Burnsville-Eagan-Savage School District Policy 506 (Student Discipline)
 MSBA Service Manual, Chapter 2, Students; Rights, Responsibilities and Behavior

Descriptor Term: **Drug Free Workplace/Drug Free School**

Descriptor Code: **GBCBA**

Issued Date: **12/90**

Reviewed Date:

Revised Date: **2/01**

Rescinds:

I. PURPOSE

The purpose of this policy to maintain a safe and healthful environment for employees and students of Independent School District 191 by prohibiting the use of alcohol, toxic substances and controlled substances without a physician prescription.

II. GENERAL STATEMENT OF POLICY

- A. Use of controlled substances, toxic substances, and alcohol before, during, or after school hours, at school or in any other school location, is prohibited as general policy. Paraphernalia associated with controlled substances is prohibited.
- B. It shall be a violation of this policy for any student, teacher, administrator, other school district personnel, or member of the public to use alcohol, toxic substances or controlled substances in any school location.
- C. Independent School District 191 will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school personnel, or member of the public who violates this policy.

III. DEFINITIONS

- A. Alcohol includes any alcoholic beverage, malt beverage, or fortified wine or other intoxicating liquor.
- B. A Controlled substances includes narcotic drugs, hallucinogenic drugs, amphetamines, barbiturates, marijuana, anabolic steroids, or any other controlled substance as defined in Schedules I through V of the Controlled Substances Act, 21 U.S.C. 812, including analogues and look-alike drugs.
- C. A Toxic substances includes glue, cement, aerosol paint, or other substances used or possessed with the intent of inducing intoxication or excitement of the central nervous system.
- D. A Use includes to sell, buy, distribute, dispense, possess, use or be under the influence of alcohol and/or controlled substances, whether or not for the purpose of receiving remuneration or consideration.
- E. A Possess means to have on one's person, in one's effects, or in an area subject to one's control.
- F. A School district location includes any school building or on any school premises; on any school-owned vehicle or in any other school-approved activities; off school property at any school-sponsored or school-approved activity, event or function, such as a field trip or athletic event, where students are under the jurisdiction of the school district; or during any period of time such employee is

supervising students on behalf of the school district or otherwise engaged in school district business.

IV. EXCEPTIONS

- A. It shall not be a violation of this policy for a person to bring onto a school location, for such person's own use, a controlled substance which has a currently accepted medical use in treatment in the United States and the person has a physician prescription for the substance. The person shall comply with the relevant procedures of this policy.
- B. It shall not be a violation of this policy for a person to possess an alcoholic beverage in a school location when the possession is within the exceptions of Minn. Stat. 624.701, Subd. 1a (experiments in laboratories or pursuant to a temporary license under Minn. Stat. 340A.404, Subd. 10 and 340A.403, Subd. 2)

V. PROCEDURES

- A. Students who have a prescription from a physician for medical treatment with a controlled substance are permitted to possess such controlled substance and associated necessary paraphernalia, such as an inhaler or syringe. The student must provide a copy of the prescription to the (school nurse or principal or other designated staff) to be kept on file, along with other emergency information. It is the responsibility of the student to provide a copy of a renewal after a prescription has expired.
- B. Employees who have a prescription from a physician for medical treatment with a controlled substance are permitted to possess such controlled substance and associated necessary paraphernalia, such as an inhaler or syringe. The employee may be required to provide a copy of the prescription.
- C. Employees are subject to the school district's drug and alcohol testing policies and procedures.
- D. Members of the public are not permitted to possess controlled substances in a school location except with the express permission of the superintendent.
- E. Possession of alcohol on school grounds pursuant to the exceptions of Minn. Stat. 624.701, Subd. 1a, shall be by permission of the school board only. The applicant for permission shall apply in writing and shall follow the school board procedures for placing an item on the agenda.

IV. ENFORCEMENT

- A. Employees
 - 1. An employee who violates the terms of this policy is subject to disciplinary action, including nonrenewal, suspension, termination or discharge as deemed appropriate by the school board.
 - 2. In addition, any employee who violates the terms of this policy may be required to satisfactorily participate in a drug and/or alcohol abuse assistance or rehabilitation program approved by the school district. Any employee who fails to satisfactorily participate in and complete such a program is subject to nonrenewal, suspension or termination as deemed appropriate by the school board.

3. As a condition of employment in any federal grant, each employee who is engaged either directly or indirectly in performance of a federal grant shall abide by the terms of this policy and shall notify his or her supervisor in writing of his or her conviction of any criminal drug statute for a violation occurring in any of the places listed above on which work on a school district federal grant is performed, no later than five (5) calendar days after such conviction.
4. Sanctions against employees, including nonrenewal, suspension, termination or discharge shall be pursuant to and in accordance with applicable statutory authority, collective bargaining agreements and school district policies.

B. The Public

A member of the public who violates this policy shall be informed of the policy and asked to leave. If necessary, law enforcement officials will be notified and asked to provide an escort.

Legal References:

Minn. Stat. § 340A.403 (3.2 Percent Malt Liquor Licenses)

Minn. Stat. § 340A.404 Intoxicating Liquor; On Sale Licenses)

Minn. Stat. § 609.684 (Sale of Toxic Substances to Children; Abuse of Toxic Substances)

Minn. Stat. § 624.701 (Liquor in Certain Buildings or Grounds)

21 C. F. R. 1300.11-1300.15

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Students should be aware that school suspension and/or expulsion are possible consequences of the violation of this rule.

Students should be aware of the consequences of the violation of the drug and smoking rules included in this policy and regulation and that of the Minnesota State High School League.

A program in the personal use and misuse of and dependency on tobacco, alcohol, drugs and other chemicals shall be provided.

Descriptor Term: **Drug and Alcohol Use,
Possession and Sale by Students**

Descriptor Code: **JFCH-R**

Issued Date: **6/89**

Reviewed Date:

Revised Date: **5/93**

Rescinds:

Chemical Dependency

Chemical dependency is a treatable illness. If it appears that chemical use/misuse exists, it is the responsibility of the school to share these concerns with the family and student. The intention is to create an atmosphere of openness and understanding.

I Possession, Use, Distribution at School or School Activities

These procedures shall be followed when it has been determined that a student has consumed/used, possessed, or furnished alcohol or mood-altering substances or drug paraphernalia on school grounds or at school activities. These procedures also apply in any case when it is determined that a student, on school grounds or at a school activity, has consumed or is under the influence of alcohol or mood-altering substances regardless of the amount consumed or where consumption took place. Parents will be informed on every occasion when a student is alleged to have violated these regulations.

Consequences

Consequences will be cumulative K-12.

Activity eligibility consequences shall be enforced.

For the first and second offense:

Referral to the building preassessment team.

Referral to local law enforcement agency.

Enrollment in an appropriate chemical education program approved by a building administrator; i.e., Insight Program.

First offense, suspension for three to five days. The incident may be reviewed for additional suspension.

Second offense, suspension for five days. The incident will be reviewed for additional suspension.

All procedures as required under the Pupil Fair Dismissal Act will be followed.

In addition, the student may be subject to one or more of the following:

Recommendation to attend student/parent/guardian intervention sessions with appropriate school personnel.

Recommendation to attend support groups.

Recommendation of referral to assessment, detoxification or medical facility. Parent/guardian will be asked to sign a release of information that allows direct communication between evaluator and school personnel. Parents will be asked to provide a detailed written summary of the assessment prepared by the evaluation agency.

Referral to the Superintendent with a recommendation for expulsion.

When conducting an investigation to determine whether or not a student has violated these regulations, District officials reserve the right to:

Check vital signs of the student by the school nurse; and,

Search the student's locker and personal belongings in an attempt to find contraband and paraphernalia if probable cause exists.

For the third offense:

A student who violates this policy, cumulative K-12, for a third time will be recommended by the building principal for expulsion.

Sale of Illegal substance

Any student found to have sold an illegal mood-altering substance on school property will be recommended to the Superintendent for expulsion.

Right of appeal:

Parents may appeal those issues where extenuating circumstances exist. Complaints relating to this policy are not considered extenuating circumstances.

II Minnesota Statute 691

These procedures shall be followed when students are reported by local law enforcement agencies to District officials (as specified in Minnesota Statute 691):

Referral to the building preassessment team and notification of parents/guardian:

Prior to the meeting of the building preassessment team, parents will receive:

Information outlining the functions of the preassessment team.

An invitation to meet with representatives of the building preassessment team to discuss team recommendations.

Actions of the preassessment team could include:

Collecting additional information by reviewing student records, interviewing teachers, other support staff, students, etc.

Recommending the attendance of a student/parent/guardian intervention sessions with appropriate school personnel.

Recommending the participation of the student in appropriate support group activities.

Recommending that the student receive an intensive assessment.

Activity eligibility consequences shall be enforced.

Appeals for citations received from local authorities are appropriately done through the judicial system.

III Other Reports of Chemical Use

These procedures will be followed when other reports of illegal alcohol or chemical use by students are received:

Parents/guardians will be notified of the information received.

The building administrator, or designee, will investigate and, if verified, the following actions will be taken:

A. If the student is not involved in activities or athletics, actions will include:

Referral to the building preassessment team.

Enrollment in Insight Program or other appropriate educational/intervention program approved by a building administrator.

Loss of future leadership opportunities for eighteen weeks of the current and, if necessary, the next school year.

B. If the student is involved in activities or athletics, actions will include:

Referral to the building preassessment team.

Enrollment in Insight Program or other appropriate educational/intervention program approved by a building administrator.

Removal of activity eligibility and leadership responsibilities as outlined in the co-curricular activity section of this regulation.

Co-Curricular Activities

A. Students who participate in co-curricular activities sanctioned by the Minnesota State High School League and dance line will also be subject to the following consequences:

First violation:

The student shall lose eligibility for the next two (2) consecutive interscholastic contests/performance or two (2) consecutive weeks of the season, whichever is greater, commencing on the first practice/performance/competition following notification of student by administration. No exception is permitted for a student who voluntarily enters a treatment program. Leadership positions will be relinquished for eighteen weeks of the current year and, if necessary, the next school year; e.g., captains, co-captains, presidents, club officers, etc.

Second violation:

The student shall lose eligibility for the next six (6) consecutive interscholastic contests/tests/performance in which the student is a participant, commencing on the first practice/performance/competition following notification of student by administration. No exception is permitted for a student who voluntarily enters a treatment program. All students in violation a second time will be encouraged to get a chemical dependency assessment at a District-approved program. All present and future leadership positions will be forfeited, e.g., captains, co-captains, presidents, club officers, etc.

Third and subsequent violations:

The student shall lose eligibility for the next 12 consecutive interscholastic contests/performance in which the student is a participant, commencing on the first practice/performance/competition following notification of student by administration.

If, after the third or subsequent violations, the student on her/his own volition becomes a participant in a chemical dependency program or treatment program, the student may be certified for reinstatement in MSHSL activities after a minimum period of six (6) weeks after entering the program. Such certification must be issued by the director or counselor of a chemical dependency treatment center.

Penalties for violations shall be cumulative, grades 9-12, whether or not the activity is sanctioned by the State High School League. In order for retribution to be considered completed, a student must participate in the activity for the entire season. If a student denies a violation which is later determined to be accurate, the student shall be disqualified from all interscholastic athletics and/or activities for nine (9) additional weeks beyond what would be the student's original suspension time.

Appeals for citations received by local law enforcement authorities are appropriately done through the regular judicial system.

Parents may appeal those issues where extenuating circumstances exist. Complaints relating to this policy are not considered extenuating circumstances.

- B. Students who participate in activities not under the sanction of the Minnesota State High School League (including peer leadership programs) will also be subject to the following consequences:

First violation:

The student will not be allowed to participate for two (2) weeks, commencing on the first practice/performance/competition following notification of student by administration.

No exception is permitted for a student who voluntarily enters a treatment program. Leadership positions will be relinquished for eighteen weeks of the current year and, if necessary, the next school year; e.g., captains, co-captains, presidents, club officers, student council officers and elected student leadership positions.

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The student will not be allowed to participate for the next six (6) consecutive weeks, commencing on the first practice/performance/competition following notification of the student by administration. No exception is permitted for a student who voluntarily enters a treatment program. All students who are in violation a second time will be encouraged to get a chemical dependency assessment at a District-approved program. All present and future leadership positions will be forfeited, e.g., captains, co-captains, presidents, club officers, student council, etc.

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The student shall not be allowed to participate for the next 12 consecutive weeks, commencing on the first practice/performance/competition following notification by administration.

If, after the third or subsequent violations, the student on his/her own volition becomes a participant in a chemical dependency program or treatment program, the student may be reinstated in activities after a minimum period of six (6) weeks after entering the program. Such certification must be issued by the director or a counselor of a chemical dependency treatment center.

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Chemical Dependency Programs

The District will continue its support for a program of drug education in the curriculum, encourage staff to foster awareness of the dangers in chemical use and abuse, and cooperate with other agencies involved in this endeavor.

The harmful effects of chemicals and alcohol shall be taught in health K-12.

Seventh through twelfth grade students shall attend a small group information meeting with advisors or in homeroom, near the beginning of the school year, devoted to school district policies and regulations about chemicals and alcohol.

The chemical awareness coordinator shall invite all activity and athletic coaches/advisors and student leaders to participate in a program to keep participants chemically free during an activity and/or athletic season.

The chemical awareness coordinator will provide each building's staff with an ongoing inservice so that staff is aware of school rules and regulations pertaining to chemicals and alcohol and the role of each in the identification of chemical use, abuse, and misuse.

A Student Assistance Program shall be established in grades 7-12 by the chemical awareness coordinator to provide alcohol and drug abuse intervention and prevention for students who have a chemically dependent parent, who abuse alcohol or drugs, who have chemical-related behavioral problems, and/or who have attendance problems. The program will have four components:

Supportive, educative group counseling will be provided for students with chemically dependent parents.

Students who are using alcohol or drugs dysfunctionally will receive individual or family counseling to initiate a referral to a treatment program.

Students with decreased academic performance, increased truancy, and/or inappropriate behavior that concerns school personnel may be referred to the chemical awareness coordinator.

The chemical awareness coordinator will meet with concerned parents and community groups to plan strategies for problems related to adolescent alcohol and drug abuse.



 AGENDA ITEM: III F

To: Members of the Board of Education
Superintendent Joseph Gothard

From: Stacey Sovine
Executive Director of Human Resources

Date: September 11, 2014

RE: **PROPOSED REVISIONS IN THE 2013 - 2015 COLLECTIVE BARGAINING AGREEMENT WITH THE BURNSVILLE FOOD SERVICES ASSOCIATION AND INDEPENDENT SCHOOL DISTRICT 191**

RECOMMENDATION: THAT THE BOARD OF EDUCATION APPROVE THE PROPOSED REVISIONS AND RE-ADOPT THE UNCHANGED LANGUAGE IN THE 2013-2015 COLLECTIVE BARGAINING AGREEMENT WITH THE BURNSVILLE FOOD SERVICES ASSOCIATION AND INDEPENDENT SCHOOL DISTRICT 191

Negotiators for the Burnsville Food Services Association including Chief Negotiator, Laurie Stammer SEIU, Deborah Jackson, Stacy Harrison, Rhonda Tomoson, Karra Hartog, and Marie May met with representatives from the District to negotiate a two year agreement. The parties began negotiating in October 2013 and reached a tentative agreement on July 8th, 2014. Members of the District team included Stacey Sovine, Tiffany Weiler, and Brady Hoffman. Food Service members voted on August 27, 2014.

Highlights of the Agreement include:

- Updating titles on food certifications and reimbursement costs.
- Removing dated language compared to new job descriptions.
- Updated insurance language to reflect current plan.
- Added attendance incentive.
- Summer Holiday language.
- Updated leave language around new statute
- Clarifying language on summer staffing reimbursement.
- Changes to uniform reimbursement to eliminate shoe vouchers.
- Change to 403(b) contribution.
- 2 year increased cost \$226,000
- MSBA 2 year package increase 9.79%

Attachments:

Draft with mark-up of Language Changes

MASTER AGREEMENT

~~2011—2013~~ 2013 -2015

**BOARD OF EDUCATION INDEPENDENT SCHOOL DISTRICT 191
BURNSVILLE, MINNESOTA**

and

**SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 284
FOOD SERVICE EMPLOYEES BURNSVILLE-EAGAN-SAVAGE-PUBLIC SCHOOLS**

2011-2013 2013-2015**TABLE OF CONTENTS****Service Employees International Union Local 284**

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ARTICLE I

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Section 1. Parties: THIS AGREEMENT is entered into between the School Board of Independent School District 191, Burnsville, Minnesota, and the Service Employees International Union Local 284. (Food Service Employees) in compliance with the Public Employment Labor Relations Act, to provide the terms and conditions of employment for Food Service Employees during the duration of this Agreement.

ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the P.E.L.R.A. and the Bureau of Mediation Services order of November 12, 1982, Case No. 83-PR-329-A recognizes School Service Employees Local 284 as the exclusive representatives for Food Service Employees, as listed in the appropriate unit listed in Article III, Section 2, employed by the School Board of Independent School District 191.

Section 2. Appropriate Unit: The exclusive representative shall represent all such employees of the district contained in the appropriate unit as defined in Article III, Section 2, of this Agreement and the P.E.L.R.A.

ARTICLE III DEFINITIONS

Section 1. Terms and Conditions of Employment shall mean the hours of employment, the compensation, including fringe benefits, and the employer's personnel policies affecting the working conditions of the employees.

Section 2. Description of Appropriate Unit: For purposes of this Agreement, the term Food Service Employees shall mean all persons in the appropriate unit employed by the School District in such classifications excluding the following: supervisory employees, part-time employees whose services do not exceed thirty – five percent (35%) of the normal work week, temporary, including substitute or seasonal employees whose services do not exceed sixty-seven (67) days per calendar year, and emergency employees. Included in the Unit are all ~~Food Service Managers, secondary and elementary, assistant cooks, and second cooks~~ Food Service Manager, Food Service Assistant Manager, and Food Service Associates. A normal work week shall be considered 35 hours per week.

Section 3. Other Terms not defined in the Agreement shall have those meanings as defined by P.E.L.R.A.

ARTICLE IV SCHOOL BOARD RIGHTS

Section 1. Inherent Managerial Rights: The exclusive representative recognizes that the School Board is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

Section 2. Management Responsibilities: The exclusive representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the

Section 3. Effect of Laws, Rules and Regulations: The exclusive representative recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the School Board and shall be governed by the laws of the State of Minnesota and by School Board rules regulations, directives and orders issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligation and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations directives and orders are not inconsistent with the terms of this Agreement and recognizes that the School Board, all employees covered by the Agreement, and all provisions of this Agreement are subject to the laws of the State. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives of orders shall be null and void and without force and effect.

Section 4. Reservation of Managerial Rights: The foregoing enumeration of Board rights and duties shall not be deemed to exclude other inherent management rights and managerial functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the School Board.

ARTICLE V EMPLOYEE RIGHTS

Section 1. Right to Views: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or the representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

Section 2. Right to Join: Employees shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment with the School Board.

Section 3. Dues Check Off: All employees covered by this Agreement who are members of the exclusive representative shall have dues established by the exclusive representative deducted from their first full month's pay, and each month while employed thereafter, and such amounts shall be forwarded to the exclusive representative.

Section 4. In accordance with P.E.L.R.A., any employee included in the appropriate unit who is not a member of the exclusive representative may be required by the exclusive representative to contribute a fair share fee for services rendered as exclusive representative. The fair share fee for any employee shall be in an amount equal to the regular membership dues of the exclusive representative, less the cost of benefits financed through the dues and available only to members of the exclusive representative, but in no event shall the fee exceed eighty-five percent (85%) of the regular membership dues.

The exclusive representative shall provide written notice of the amount of the fair share fee assessment to the Commissioner, the School District, and to each employee to be assessed the fair share fee.

A challenge by an employee or by a person aggrieved by the assessment shall be filed in writing with the Director, the School District, and the exclusive representative within thirty (30) days after the receipt of the written notice. All challenges shall specify those portions of the assessment challenged and the reasons therefore but the burden of proof relating to the amount of the fair share fee shall be on the exclusive representative.

The School District shall deduct the fee from the earnings of the employee and transmit the fee to the exclusive representative thirty (30) days after the written notice was provided, or, in the event a challenge is filed, the deductions for a fair share fee shall be held in escrow by the School District pending a decision by the Commissioner or Court. Any fair share challenge shall not be subject to the grievance procedure.

The exclusive representative hereby warrants and covenants that it will defend, indemnify and save the school District harmless from any and all actions, suits, claims damages, judgments, and executions or other forms of liability, liquidated or un-liquidated, which any person may have, now or in the future, arising out of or by exclusive representative as provided herein.

ARTICLE VI COMPENSATION

Section 1. Rates of Pay:

2013-2014

CLASSIFICATION	JOB DESCRIPTION	Step 1	Step 2	Step 3
LVL I	LVL I -- FOOD SERVICE ASSOCIATE	\$ 13.24	\$ 14.92	\$ 16.82
LVL II	LVL II -- FOOD SERVICE ASSISTANT MANAGER	\$ 16.22	\$ 17.86	\$ 18.93
LVL III	LVL III -- FOOD SERVICE MANAGER	\$ 21.55	\$ 22.65	\$ 22.75

2014-2015

CLASSIFICATION	JOB DESCRIPTION	Step 1	Step 2	Step 3
LVL I	LVL I -- FOOD SERVICE ASSOCIATE	\$ 13.00	\$ 15.25	\$ 17.00
LVL II	LVL II -- FOOD SERVICE ASSISTANT MANAGER	\$ 17.25	\$ 18.25	\$ 19.25
LVL III	LVL III -- FOOD SERVICE MANAGER	\$ 21.05	\$ 22.15	\$ 22.85

If an elementary a school exceeds an average of 500 daily student participation meals over 20 consecutive student contact days, ~~excluding late start days~~, the manager will earn \$.50 per hour in addition to the hourly rate listed for the Cook Manager shall advance to the rate of a secondary cook manager on the pay rate schedule beginning the 21st day. If the average falls below 500 student daily participation meals over 20 consecutive student contact days, ~~excluding late start days~~, the manager shall return to the pay rate for an elementary cook manager no longer earn the \$.50 per hour on the 21st day. In both instances, it is the responsibility of the cook manager to draw attention to the threshold change within five working days.

The Food Service Manager at the high school will earn \$1.25 per hour in addition to the hourly rate listed for the Food Service Manager. ~~at the Secondary level.~~

Section 2. All contracted food-service employees will be paid over 24 pay periods (9/15-8/30).

Section 3. Employees who attain and maintain School Nutrition Association Certification Level I, shall receive \$.35 per hour above schedule. Employees who attain and maintain Level II School Nutrition Association Certification shall receive \$.60 per hour above schedule. Employees who attain and maintain School Nutrition Association Certification Level III shall receive \$.75 per hour above schedule. When a certificate of completion from the School Nutrition Association is submitted to the Food Service Director within 90 days, pay adjustment will be made beginning on the following pay period per date of certification. The Food Service Director or his/her designee will inform new employees of training opportunities.

Section 4. Other Food Service Classes: ~~All employees shall be required to attend the MN Food School Basics – Healthy Edge/Fundamentals and ServeSafe/Sanitation classes or equivalent and become certified level I with tuition paid by the District.~~ All employees shall be required to attend an SNA-Approved Nutrition Education Core Class and SNA-Approved Food Safety and Sanitation Core Course or equivalent and become certified and maintain certification at level I with tuition paid by the District. New employees must attend within the first ninety (90) working days of their employment. New employees who do not complete their probationary period shall have their final paycheck from the District deducted to reflect the District's tuition payments for these classes. Employees shall be reimbursed up to \$75.00 per year for food service classes, certification renewal, SNA/MSA Membership fees and any other continuing education expenses germane to their assignment. Compensation for additional course work shall be at the Food Service Director discretion.

Section 5. Longevity Pay: ~~Effective July 1, 2009, employees with seven (7) years of District service shall receive an additional \$.25 per hour above base rate for the classification currently held. Employees with twelve (12) years of District service shall receive an additional \$.31 per hour above base rate for the classification currently held. Employees with seventeen (17) years of District service shall receive an additional \$.37 per hour above base rate for the classification currently held. Employees with twenty two (22) years of District service shall receive an additional \$.42 per hour above base rate for the classification currently held. Years of service for purposes of this Section shall mean full years of service except that the first year of service shall be counted if employment began prior to January 1 of that first year of service.~~

Effective July 1, ~~2012~~ 2013, employees with ~~five (5)~~ five (5) years of District service ~~in the unit~~ shall receive an additional \$.25 per hour above base rate for the classification currently held. Employees with ~~fifteen (15)~~ ten (10) years of District service ~~in the unit~~ shall receive an additional \$.50 per hour above base rate for the classification currently held. Employees with ~~twenty (20)~~ fifteen (15) years of District service ~~in the unit~~ shall receive an additional \$.75 per hour above base rate for the classification currently held. Years of service for purposes of this Section shall mean full years of service except that the first year of service shall be counted if employment began prior to January 1 of that first year of service.

Effective July 1, ~~2012~~ 2014, employees with ~~five (5)~~ five (5) years of District service ~~in the unit~~ shall receive an additional ~~\$.25~~ \$.50 per hour above base rate for the classification currently held. Employees with ~~fifteen (15)~~ ten (10) years of District service ~~in the unit~~ shall receive an additional ~~\$.50~~ \$.75 per hour above base rate for the classification currently held. Employees with ~~twenty (20)~~ fifteen (15) years of District service ~~in the unit~~ shall receive an additional ~~\$.75~~ \$1.00 per hour above base rate for the classification currently held. Years of service for purposes of this Section shall mean full years of service except that the first year of service shall be counted if employment began prior to January 1 of that first year of service. See MOU pg 20

Section 6. Salary Step Increments: Employees shall advance to the next step on July 1, provided they have started by ~~December~~ January 1st of the previous calendar year. ~~See MOU pg 18~~

Section 7. Temporary Salary Increments: Temporary Salary Increments: Regular, contracted employees who are assigned to fill the position of Food Service Manager or ~~Assistant Cook~~ Food Service Assistant Manager on a temporary basis shall receive the higher rate of pay for all work performed in the higher paying classification provided they work ~~a~~ minimum of two (2) hours per day the entire shift at a higher level.

Employees who work in a temporary assignment for at least 30 consecutive days will earn pay and leave accrual of that position for the period of time that they are in the position. They will revert back to their regular hours and leave accrual once the position has been filled. Leave shall be paid out at the rate of pay and number of hours of the temporary position (if accrued leave is available), while the employee is in the temporary assignment.

If an employee who works in a temporary assignment for at least 30 consecutive days and takes a personal day while in that assignment and the employee does not have sufficient personal leave accrued to cover the absence, the remainder shall be taken from sick leave absence, if available. Sick leave will be decremented only if the employee has not yet used any personal days during that school year. If sick leave absence is not available, the remainder of the time shall be unpaid.

Section 8. Outside Experience Allowance: Administration may place newly appointed but experienced personnel on a step above the starting salary if deemed necessary and in the best interests of the School District.

Section 9. Overtime Pay: All services rendered on an overtime basis shall be paid at one and one-half (1 ½) times the employee's regular hourly rate except on Sundays and holidays. Overtime on Sundays and holidays shall be compensated at double time the employees regular hourly rate. A minimum of two (2) hours pay shall be paid when an employee is assigned to work on Sundays or holidays.

Section 10. Move to a New Classification: Employees moving into a different classification shall enter the new classification at the same step as they presently hold.

ARTICLE VII GROUP INSURANCE

Section 1. Selection of Carrier: The selection of the insurance carrier and policy shall be made by the School Board.

Section 2. Health and Hospitalization Insurance:

Food Service employees who are employed four or more hours per day as of July 1, 2010 are eligible for insurance as described below. Current food service employees who work less than four hours per day as of July 1, 2010 and all employees hired on or after July 1, 2010 must work at least 6 hours per day in order to be eligible for insurance.

~~Subd. 1. Single Coverage: The School District shall pay the premium cost for individual coverage for the base plan for each employee who works four (4) or more hours per day. The base plan will include a \$20.00 office visit co-payment provision. Effective~~

July 1, 2010 the district will contribute 95% of premium for those employees eligible for and enrolled in single coverage.

Subd. 2. Dependent Coverage: Except as outlined below, the District contribution for dependent coverage shall be equal to 70% of the rate for the highest HMO/PPO program offering choices among a number of health care providers and a \$20.00 office visit co-payment provision. The balance of the premium for dependent coverage shall be paid by the employee.

Subd. 3. Husband/Wife Employees: Effective January 1, 2010, when both husband and wife are employees of the district and elect dependent coverage, either the husband or the wife will contribute an amount equal to 5% of the premium for single insurance for the highest cost HMO/PPO program offering choices among a number of health care providers and a \$20.00 office visit co-payment provision. The balance for the premium for dependent coverage shall be paid by the employer.

The District contribution for dependent coverage for employees hired after July 1, 2002 who work at least (4) four hours per day but less than (6) hours per day, shall be 50% of the rate for the highest HMO/PPO program offering choices among a number of health care providers and a \$20.00 office visit co-payment provision. The balance of the premium for dependent coverage shall be paid by the employee.

Subd 1. Single Health and Hospitalization Insurance: The District will contribute an amount equal to 95% of the composite premium for an eligible employee who enrolls the single plan. The composite premium will be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby the HRA and the in-network deductible equals the in-network out of pocket maximum. The remainder of the cost of the plan will be borne by the employee via payroll deduction.

Subd 2. Dependent Health and Hospitalization Insurance: The District will contribute an amount equal to 70% of the composite premium for an eligible employee who enrolls in the dependent health insurance plan. The composite premium will be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby the HRA and the in-network deductible equals the in-network out of pocket maximum. The remainder of the cost of the plan will be borne by the employee via payroll deduction.

Subd 3. Both Spouses Employed: If an eligible employee and his/her spouse are both employed by the district full-time and are enrolled in dependent coverage, either the husband or the wife will contribute an amount equal to 5% of the single composite premium towards family coverage.

Section 3. Dental Insurance:

Subd. 1. Single coverage: The school district shall provide individual dental coverage for each full-time employee who enrolls in the plan. Benefits shall be in accordance with the insurance policy purchased by the School District.

Subd. 2. Dependent coverage: Dependent coverage shall be available to each employee eligible for single coverage. The costs of dependent coverage shall be paid by the

employee via payroll deduction. Employees eligible for dependent coverage must enroll before the inception day or within thirty (30) days of becoming eligible for dependent coverage. Failure to apply for coverage on the inception date or upon becoming eligible shall result in the forfeiting of future rights to dependent coverage. However the following are exceptions to the previous sentence: A period of open enrollment scheduled by the employer or a change in status triggered by a qualifying event.

Section 4. Duration of Insurance Participation:

An employee is eligible for participation as provided in this Article as long as the employee is employed by the School District. In the event an employee is disabled and unable to work, the district will continue to make contributions as per the contract, for one year from the time an employee goes on LTD. In the event an employee is permanently disabled and unable to return to work, they may continue to participate in the District's plan at their own expense as per Minnesota Statute. Employees who are receiving a P.E.R.A. disability benefit or are receiving an annuity from PERA or have satisfied the age and service requirements and are eligible to receive an annuity from PERA may remain on the District's health insurance plan until eligible for Medicare.

Upon termination of employment, participation shall cease, subject to statutory and insurance company regulations.

Section 5. Life Insurance:

Effective July 1, 2010 employees who work four (4) or more hours per day shall be provided with life and dismemberment insurance coverage in the amount of \$50,000 at District expense. Insurance is to be subject to the insurance company's terms and conditions.

Section 6. Long Term Disability Insurance:

The District will furnish income protection insurance which takes effect after a qualified absence of thirty (30) working days. Conditions are subject to the insurance company's terms and conditions.

ARTICLE VIII LEAVES AND ABSENCES

Section 1. All Leaves and Absences:

Subd. 1. It is the responsibility of administration to prevent or remedy any abuse of policies on leaves and absences.

Subd. 2. When administration has reason to believe that policies on leaves and absences are being abused, special action, investigation, and/or questioning, is obligatory for the benefit of all concerned. When such action is taken, the Union shall be so informed.

Section 2. Sick Leave Absence:

Subd. 1. All Food Service Employees shall earn sick leave absence at the rate of one (1) day for each month of service in the employ of the School District for a total of ten (10) days per year.

Subd. 2. Unused sick leave absence days may accumulate to a maximum credit of eighty-five (85) days of sick leave absence per employee.

- Subd. 3. Sick leave absence with pay shall be allowed by the School District whenever an employee's absence is found to have been due to illness which prevented attendance and performance of duties on that day or days.
- Subd. 4. Sick leave absence allowed shall be deducted from the accrued sick leave absence upon submission of proper form.
- Subd. 5. Doctor and dental appointments are permissible after 1:00 p.m. if the Food Services Director is notified prior to the event. Exceptions may be made for emergencies.
- Subd. 6. Sick leave absence pay shall equal the current rate being paid or at the scheduled rate if absence is needed at the beginning of the work year.
- Subd. 7. At the beginning of each school year each employee shall be furnished an updated accounting of sick leave absence accumulation.

Section 3. Worker's Compensation:

- Subd. 1. The district will supplement the difference between the compensation received pursuant to the Worker's Compensation Act and the employee's regular rate of pay with accumulated sick and/or vacation time for employees who remain on payroll.
- Subd. 2. A deduction shall be made from the employee's accumulated personal illness leave accrual time according to the prorata portions of days of personal illness absence time which is used to supplement Worker's Compensation.
- Subd. 3. Such payment shall be paid by the School District to the employee only during the period for which the employee is receiving worker's compensation payments.
- Subd. 4. In no event shall the additional compensation paid to the employee by virtue of personal illness absence result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the employee.
- Subd. 5. An employee who is absent from work as a result of an injury compensable under the Worker's Compensation Act shall receive the worker's compensation check and have the same amount withheld from District compensation.

Section 4 Long-Term Disability:

- Subd. 1. After an absence of thirty (30) contracted days, application for Long Term Disability benefits will be made. In the event the employee is eligible for LTD, they may use accumulated sick leave on a fractional basis to supplement LTD for a maximum of 30 fractional days.
- Subd. 2. A deduction shall be made from the employee's accumulated personal illness leave according to the prorata portion of days of personal illness absence time which is used to supplement LTD.
- Subd. 3. Such payment shall be paid by the School District to the employee only during the

period of disability.

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Subd. 4. In no event shall the additional compensation paid to the employee by virtue of personal illness absence result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the employee.

Section 5. Hardship Cases: Administration reserves the right to extend sick absence benefits or waive requirements in special hardship cases. Such consideration shall be governed by length of service.

Section 6. Family Illness: Three (3) days per year, non-cumulative, for serious illness and/or hospitalization of spouse, children, parents or former guardian of the employee that requires the personal attention of the employee. There shall be no age limit on children. Administration reserves the right to advance family illness leave in special hardship cases. Such consideration shall be governed by length of service.

Section 7. Bereavement Absence:

Subd. 1. Up to five (5) days per event shall be granted for a death in the immediate family. Immediate family shall include spouse, children, **step children**, parents, **step parents** or former guardians, **significant other**, grandparents, grandchildren, brother, sister and in-laws of a similar degree of relationship.

Subd. 2. When travel is involved, another two (2) days may be granted by administration for bereavement.

Subd. 3. Up to three (3) days shall be granted by administration for bereavement for aunt, uncle, nephew, niece.

Section 8. Leave of Absence:

Subd. 1. After one (1) year of employment personal leaves of absence for acceptable causes without pay or any supplemental benefits, may be requested for periods up to twelve months subject to recommendation by administration and Board of Education approval.

Subd. 2. Answers to requests for leave for extended period will be made in writing, subject to Board approval at the next regular Board meeting.

Subd. 3. Requests shall be submitted as early as possible and in writing, dated and signed, shall include reasons for request and approximate duration of the requested leave.

Subd. 4. Answers to written requests for emergency leave shall be given in writing as quickly as possible.

Subd. 5. Holidays that fall during leaves do not qualify for compensation.

Subd. 6. No benefits shall accrue while on personal leave; however, seniority shall continue to accrue for a maximum of one (1) year while an employee is on LTD leave.

Subd. 7. Employees will be granted up to a (1) one year leave of absence if eligible for long-

term disability. If an employee is permanently disabled and unable to return to work, they can submit a resignation and retain eligibility for severance. They may request a leave extension.

Subd. 8. Employees hired to replace an employee on leave shall be on probation for a period of time equal to the duration of the leave.

Section 9. Personal Absence: After completion of probationary period, employees earn (1) personal leave day per year. Personal days may accrue to a maximum of (2) days. With prior approval of the Director of Food Service, personal absence leave may be used on an hourly basis. The time allotted for personal leave will be based on the number of hours the employee is regularly scheduled to work at the time of the request.

Section 10. Attendance Incentive: An employee who as of July 1 (a) qualifies for and is enrolled in the ISD 191 group health care insurance plan, (b) has accumulated leave time in excess of three hundred and sixty (360) hours determined as of April 15th of the same tax year, and (c) has taken one (1) or less leave days in the 365 day measurement period immediately preceding that April 15, shall have sufficient leave days converted at the rate in effect on that April 15 to equal three hundred dollars (\$300) which shall be contributed to an ISD 191 sponsored HRA as of July 1 for use in connection with the ISD 191 group health care insurance plan and applicable law.

An employee who as of July 1 (a) qualifies for and is enrolled in the ISD 191 group health care insurance plan, (b) has accumulated leave time in excess of three hundred and sixty hours (360) hours determined as of April 15th of the same tax year, and (c) has taken more than 1 leave day up to three (3) leave days in the last 365 day measurement period immediately preceding that April 15 shall have sufficient leave days converted at the rate of pay in effect on that April 15 to equal one hundred and eighty dollars (\$180) which shall be contributed to an ISD 191 sponsored HRA as of July 1 for use in connection with the ISD 191 group health care insurance plan and applicable law.

An employees that takes more than three (3) leave days during the measurement period is not eligible for the conversion of leave days to an HRA contribution.

"Leave days" include all absences except Bereavement and paid days substituted for unpaid leave under the Family and Medical Leave Act of 1993 (FMLA), as amended.

Effective July 1, 2013 the conversion rate for leave days shall be sixty dollars (\$60) per day.

ARTICLE IX HOURS OF SERVICE

Section 1. Basic Work Week: A regular work week shall consist of forty (40) hours, inclusive of lunch.

Section 2: Part-Time Employees: The School District reserves the right to employ such personnel as it deems desirable or necessary on a part-time or casual basis. When possible, casual employees shall be allowed to fill in for absent employees.

Section 3: Shifts and Starting Time:

Subd. 1. Food Service Employees are employed on an hourly basis. Regular hours of work are to be determined by the Director of Food Services.

- Subd. 2. Break Time: Employees who work four (4) or more hours per day shall receive a 15 minute paid break.
- Subd. 3. Regular hours of work shall include actual hours worked and one-half (1/2) hour paid lunch period for all employees who work at least (6) hours per day. Those who work less than six (6) hours per day must eat lunch on their own time.
- Subd. 4. When an employee works additional hours for a period of at least 67 days, the employee's pay contract will be increased for purposes of sick leave, holidays, and insurance.
- Subd. 5. On a day when an individual school does not serve lunch due to an early release, food service staff desiring their regular hours will be assigned to another building for that day.

Section 4: Work Year:

- Subd 1. The Food Service Employees' work year shall correspond with the official school calendar. It shall include two (2) workshop days prior to the opening of school, the day after the end of the school year and every school day between these dates if cafeteria services are requested. Needs for cafeteria services are to be determined on a per-building basis. Up to one-half (1/2) day of the workshop days prior to opening of school shall be district wide workshop for all Food Service Employees. Additional workshop days may be held when deemed necessary by administration. At least one (1) week notice shall be given if additional workshop days are scheduled.
- Subd 2. This Agreement pertains to school year "work year" only. Any changes in patterns of school attendance affecting the summer months shall be made independent of this Agreement.
- Subd. 3. Up to two (2) appointed or elected representative to a position of leadership in SEIU Local 284 shall be granted time away from their workplace without pay, in order to represent the membership of their bargaining unit.

Section 5. Overtime Hours:

- Subd. 1. Work performed in excess of forty (40) hours per week shall be compensated for at the overtime rate. ~~Special functions beyond the normal school day make it necessary for Food Service Employees to work overtime on occasion. Administration shall assign personnel to work these functions from a list of employees at the building where the event is to take place. Acceptance of the assignment shall be at the discretion of the employee. In the event that all food service employees at the building decline the assignment, administration will offer the assignment to other employees as needed based on district wide seniority. Acceptance of the assignment shall be at the discretion of the employee. In the event that an insufficient number of volunteers are available to staff an event, the Food Service Director shall assign the additional staff needed. The Food Service Director will make a reasonable effort to avoid involuntary assignments of staff with family or personal schedule conflicts. Three (3) days notice prior to the event will be given. The overtime rate of pay for~~

the person's current position will be paid to all employees who work beyond the normal day, without regard to the forty (40) hour minimum, under the following conditions:

- Subd. 2. Time worked after the eight (8) hour employees' normal shifts terminates for events not related to the normal school meal; i.e., athletic banquets, civic dinners, etc, is considered overtime for all employees who work such events.
- a. Special functions beyond the normal school day make it necessary for Food Service Employees to work overtime on occasion. Administration shall assign personnel to work these functions from a list of employees at the building where the event is to take place. Acceptance of the assignment shall be at the discretion of the employee.
 - b. In the event that all food service employees at the building decline the assignment, administration will offer the assignment to other employees as needed based on district wide seniority. Acceptance of the assignment shall be at the discretion of the employee.
 - c. In the event that an insufficient number of volunteers are available to staff an event, the Food Service Director shall assign the additional staff needed. The Food Service Director will make a reasonable effort to avoid involuntary assignments of staff with family or personal schedule conflicts. Three (3) days notice prior to the event will be given.

Subd. 3. The Food Service Director's approval must be given prior to working overtime.

Subd. 4. Employees must be certified to SNA Level I in order to be assigned to work special functions or overtime hours.

ARTICLE X HOLIDAYS

Section 1. Recognized Holidays: Employees under this Agreement shall receive holiday pay on the following seven (7) holidays: Labor Day, Thanksgiving and the day following, Christmas Eve Day, Christmas Day, New Years Day, Memorial Day and Martin Luther King Day. Employee's working the summer program shall receive July 4th as an additional Holiday.

Section 2. Eligibility: To be eligible for holiday pay, an employee must have worked the regular work day before and after the holiday unless the employee is on a paid excused leave or absence pursuant to this Agreement.

Section 3. Holiday Pay: Holiday pay shall equal the current regular hourly wage earned by each employee.

ARTICLE XI EMERGENCY CLOSING

Section 1. Emergency Closing:

Subd. 1. If, after arriving on the job, the employee is dismissed by the Executive Director of Human Resources, each employee's average day's wages shall be paid, per the regular assignment.

Subd. 2. When the decision is made that school will not be open for any emergency, including inclement weather, it will be announced as per the District 191 emergency school closing regulations published and distributed in November of each year. When such announcement is made, cooks are not to report. The first emergency closing day will be paid. If a second closing day occurs due to an emergency, which includes inclement weather, food service employees may use a personal business day for such absence beyond their control. The first announcement shall be requested to be made by 6:30 a.m.

Subd. 3. If one or more buildings, but not all buildings in the District, are closed for any emergency, administration shall notify the Food Service Manager, who is then responsible for notifying the crew of that building or buildings. When so notified, cooks are not to report and will not be paid unless the call back provision is implemented.

ARTICLE XII MISCELLANEOUS PROVISIONS

Section 1. Annual Employment Basis: Employees covered by this Agreement who work only the normal school year and only as needed during the summer months shall be considered as employees for the full fiscal year.

Section 2. Call Back: The Food Service Manager is responsible for eliminating losses because of perishables. If school is closed and some work must be done, the Food Service Manager will check with the Food Services Director for determination if work is necessary. Pay will be the actual time worked at regular rate with a minimum of three (3) hours.

Section 3. Job Posting:

Subd. 1. During the school year, job vacancies will simultaneously be e-mailed to kitchen managers and posted on the District website for a period of ~~seven~~ **five** working days. Kitchen managers will forward information to all employees at each site. ~~Job postings occurring after the last day of school thru July 31st shall be posted on the District website on the first working day in August of each year.~~ Internal applicants for assistant cook and Food Service Manager shall receive interviews

Subd. 2. New positions or vacancies shall be posted on each kitchen bulletin board for a period of ~~seven (7)~~ **five (5)** workdays. The posting shall include the position, job description, hours, and location of the job.

Subd. 3. Seniority, ability, and job performance will be considered in filling posted positions. Administration reserves the right to final decision.

Subd. 4. New employees and employees selected to fill posted positions at a higher level shall be on a probationary status for a period of sixty-seven (67) days. Employees who have been promoted to a higher level position and are not successful in this position will be returned to their previous classification. Employees returning to a previously held classification need not serve a new probationary period.

Subd. 5. Posted vacancies will be filled as soon as possible but not later than within six (6)

- Subd. 6. Consistent qualifications shall be established for all positions and shall be consistently included on the job posting.
- Subd. 7. The union steward(s) shall also be notified of all staffing changes and changes to hours. The Steward shall keep the information confidential.
- Subd. 8. If the district runs a summer program that requires district food service to prepare and provide meals, the position will be posted. The successful **Food Service Manager** candidate must have their food manager certification issued by the MN Department of Health. Preference will be given to food service staff at whose building the program is housed. The successful candidate will receive elementary Food Service Manager pay + any differential or their current rate, whichever is higher. If additional staff is needed, they shall be paid at the Food Service Associate **lane and their current step of pay + any differential. step 2 rate of pay + any differential or their current rate, whichever is higher. See MOU on pg 19. The District may hire student workers to do meal counts and clean tables at a seasonal rate of pay as established by the District.**

Section 4. Physical Examinations: Physical exams, chest x-rays or Mantoux tests which are given by the District shall be paid for by the District.

Section 5. Jury Duty: Employees shall be paid the difference between their regular daily wage (per Personal illness absence pay calculation) and their jury duty pay if required to serve on jury duty.

Section 6. Court Appearances: Employees shall receive regular pay when subpoenaed to appear in court unless the employee has initiated the action.

Section 7. Uniforms:

Sub. 1. New employees will be reimbursed for uniform expenses upon completion of the 67 working days probationary period.

Sub. 2. **Effective July 1, 2014,** the District will provide an annual uniform allowance of **~~\$115.00~~ \$170.00** for all Food Service Employees who are members of this Unit. **Food service employees who purchase their own shoes rather than wearing those provided by the District will receive an additional \$15.00 annually.** (Payment will be made on or about September 15.)

Section 8. Termination of Employment:

Subd 1. Voluntary Termination: Employees are required to submit written resignations at least two (2) calendar weeks prior to the effective date in order to terminate their employment in good standing.

Subd 2. Termination of Employment (Involuntary)

- a) Probationary Employees: All employees who have worked for less than sixty-seven (67) days are considered probationary employees and can be dismissed by administration.

- b) Regular, contracted Employees: All employees who have worked sixty-seven (67) days are considered regular, contracted employees and can be dismissed by administration. Dismissals based on performance evaluation shall be subject to the grievance procedures up to and including arbitration.

Subd. 3. Discipline: The administration will discipline employees for just cause only. Discipline will normally be in the following form:

- a) Letter of Reprimand
- b) Letter of Deficiency
- c) Suspension
- d) Discharge

Section 9. Mandatory Retirement: The District will comply with applicable federal and state laws.

Section 10. Layoff: If conditions warrant reduction of staff, as determined by administration, the last persons employed shall be the first to be released. Provided, however:

- a) When two (2) or more employees are hired at the same time, certified employees shall be deemed to be senior to non-certified employees.
- b) In the event the affected employees who are hired at the same time are all certified, seniority ranking shall be determined by certification dates.
- c) In the event the affected employees who are hired at the same time are not certified, seniority ranking shall be determined by a drawing of numbers by each affected employee. The employee drawing the lowest number shall have the highest seniority.

Each affected employee shall receive two (2) weeks notice, or pay in lieu thereof.

Subd 1. Bumping in Lay-Off: Employees laid off in one classification shall be permitted to bump any less senior employee in any other classification in the School District provided they are able to perform the work. Employees moving in a new classification shall be on a probationary status for sixty-seven (67) days.

Subd 2. Notice of Recall: If within one (1) year from date of lay-off, the working force is subsequently enlarged, the reverse procedure will be used to rehire. The last one laid off will be the first offered the position and so on until the number to be reemployed is reached. If an employee turns down the offer to be reemployed, the employee forfeits any further rights to rehire. Employees on lay-off for one (1) year or less shall continue to accrue seniority and when returned to work shall be placed in the appropriate wage step. The right of recall shall exist through September 30 of the year following lay-off.

Section 11. Reduction of Hours: In reducing employees hours due to lack of work, the hours will be reduced based on seniority and the needs of the school. No bumping into other classifications or at other schools shall be permitted. In the event the affected employees are hired at the same time, Article XII, Section 10, a, b, and c, shall apply. If an employee who is covered under the District's insurance plan has their hours reduced below the required number for insurance coverage, they shall

be allowed to continue to receive the same coverage and contribution as before the reduction for the remainder of the school year.

Within any single building, no position of three (3) hours or more will be reduced or eliminated until all positions of less than three (3) hours within that building are eliminated.

Section 12. FOOD SERVICE RETIREMENT TRUST (403B PLAN): The purpose of the 403(b) plan is to encourage employees to develop a financial plan for their future by providing funding, which would have otherwise been available at retirement, for investment during the course of employment with the District. This plan will require participation by the employee, coupled with a matching contribution from the District.

Plan A:

Subd 1. ELIGIBILITY: Employees who were members of the unit prior to April 18, 1996 will have a two month window to elect to move from Plan A to Plan B. The election window extends from May 1, 2002 to July 1, 2002. Once selected an employee is committed to that plan.

Subd 2. Employees who have served ten (10) or more years in this unit shall receive a one-time lump-sum payment upon termination, provided employment began before July 1, 1998. An employee qualifies for a payment of \$600 if they have worked five (5) or more hours per day during the last year of employment. An employee qualifies for a payment of \$400 if they have worked less than five (5) hours per day during their last year of employment.

Subd 3. Employees who have served fifteen (15) or more years in this unit shall receive a one-time lump sum payment of \$800.

Plan B:

Subd 1. ELIGIBILITY: A District match to a 403(b) program is available to employees who opted for Plan B of Article XII during the open window timeframe as described in Section 12, Plan A, Subd 1 and are beginning their fourth (4th) year of work in the District at .5 FTE or more. Employees hired on or after April 19th, 1996, shall be eligible to participate in the 403(b) plan, and shall not be eligible for the Early Retirement benefits under Plan A.

Subd 2. Any employee on unpaid leave of absence shall not be eligible to participate in the plan.

Subd 3. Once an eligible employee elects to participate in the 403(b) annuity matching program, said election is for that school year and will continue each subsequent year unless modified by the employee.

Subd 4. AMOUNT OF MATCHING CONTRIBUTION: Commencing July 1, ~~2010~~ 2014, the District shall match up to \$~~600~~ 650 (six hundred ~~fifty~~ dollars) per school year of the employee's contribution to the 403(b) plan.

Subd 5. MAXIMUM DISTRICT CONTRIBUTION: The amount the District shall contribute to any employee's 403(b) plan shall not exceed Twenty thousand dollars (\$20,000.00) during the time of the employee's employment with the District.

ARTICLE XIII GRIEVANCE PROCEDURE

Section 1. A claim by an employee or the exclusive representative that there has been a violation, misinterpretation or misapplication of any provision of this agreement may be processed as a grievance as hereinafter provided.

Section 2. Level I: In the event that an employee or the Union believes there is a basis for a grievance, the employee shall complete the District grievance form and submit a copy to the grievor and another copy to the Human Resources Office within twenty (20) working days of the alleged grievance.

The grievor shall meet with the grievant within ten (10) working days of the receipt of the completed proper form and render a written decision within five (5) working days of the meeting. A copy of the decision will be sent to the Human Resources Office for inclusion in the grievant's file.

Section 3. Level II: In the event the grievant is not satisfied with the decision rendered at Level I, the grievant may appeal, in writing, to the Executive Director for Human Resources within five (5) working days after the decision in Level I has been rendered and disseminated. Within ten (10)

working days upon receipt of the appeal, the Executive Director for Human Resources shall meet with the grievant. The Executive Director for Human Resources shall respond, in writing, within fifteen (15) working days after the meeting.

Section 4. Level III: If the employee is not satisfied with the disposition of the grievance by the Executive Director for Human Resources, the alleged grievance may be submitted to arbitration. Notification of dissatisfaction shall be made, in writing, to the Superintendent of Schools within ten (10) working days after decision has been rendered.

The dispute will be submitted to an arbitrator selected and agreed upon by both parties. If the parties cannot agree upon an arbitrator within five (5) working days from the notification date that arbitration will be pursued, the Bureau of Mediation, in accord with its rules, shall govern the arbitration proceeding. The arbitrator shall have no power to alter, add to or subtract from the express terms of this contract. Both parties agree to be bound by the award of the arbitrator. The fees and expenses of the arbitrator shall be shared equally by the parties.

Section 5. The employee may have a Union representative either join or represent her at any level at the employee's discretion.

Section 6. If a grievance is not presented or transmitted within the time limits set forth above, it shall be considered "waived." The time limit in each step may be extended by mutual written agreement of the parties.

Section 7. Notwithstanding the expiration of the agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

Section 8. No reprisals of any kind will be taken by the Board or the school administration against any employee because of her participation in this grievance procedure.

Section 9. When mutually agreed, grievances may be heard during the school day. The District agrees to pay the regular salary for up to three (3) employees per grievance who participate in a grievance during the school day. Additional employees up to seven (7) per grievance may be available for grievances held during the school day at no pay from the district.

Section 10. The ~~Assistant Superintendent for~~ Executive Director of Human Resources may appoint a designee to act at Level II.

ARTICLE XIV SENIORITY

Section 1. Definition. Seniority shall mean continuous length of service from the first day of work in a permanent position in this unit based upon the date of board approval.

Upon request, the union steward will be provided with a seniority list

ARTICLE XV DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, ~~2011 2013~~, through June 30, ~~2013 2015~~, and thereafter until modifications are made pursuant to P.E.L.R.A. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than ninety (90) days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of the Agreement.

Section 2. Effect: This Agreement constitutes the full and complete agreement between the School Board and Exclusive Representative representing the employees. The provisions herein relating to terms and conditions of employment supersede any and all agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality: Any matters relating to the terms and conditions of employment, whether or not referred to in this agreement, shall not be open for negotiations during the term of the Agreement.

Section 4. Severability: The provisions of the Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.

Master Agreement

~~2011-2013~~ **2013-2015**

**Board of Education
Independent School District 191**

And

**Service Employees International Union Local 284
Food Service Employees**

FOR: School Service Employees

FOR: Independent School District 191

Contract Organizer

Board Chair

Union Steward

Board Clerk

Date

Chief Negotiator

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between Independent School District 191 (hereinafter referred to as the School District) and SEIU LOCAL 284 (hereinafter referred to as the Union), representing the Food Service Employees of the School District as follows:

1. The parties have entered into a collective bargaining agreement covering the period July 1, 2011 through June 30, 2013.

2. Notwithstanding the collective bargaining agreement Article VI, Section 6, food service employees employed as of the last duty day of the 2012-13 school year shall be compensated at the same step and lane occupied at the close of the 2011-12 school year pursuant to Schedule 2012-2013 of the collective bargaining agreement for the period from July 1, 2012 through June 30, 2013.

This MEMORANDUM OF UNDERSTANDING shall be in full force and effect from the period of execution of this document through June 30, 2013.

SEIU LOCAL 284	Independent School Dist. 191
450 Southview Blvd.	100 River Ridge Court
South St. Paul, MN 55075-2395	Burnsville, MN 55337

_____	_____
Union Representative Chair	Employee Representative Clerk

Dated: _____ 2012	Dated: _____ 2012
-------------------	-------------------

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between Independent School District 191 (hereinafter referred to as the School District) and SEIU LOCAL 284 (hereinafter referred to as the Union), representing the Food Service Employees of the School District as follows:

1. The parties have entered into a collective bargaining agreement covering the period July 1, 2011 through June 30, 2013.

2. Notwithstanding the collective bargaining agreement Article XII, Section 3, Subd. 8 language of "If additional staff is needed, they shall be paid at the second cook step 2 rate of pay + any differential or their current rate, whichever is higher." The following language shall be in effect from July 1, 2011 through June 30, 2013. "*If additional staffing is needed, they shall be paid at the 2nd cook lane and their current step of pay + any differential.*"

This MEMORANDUM OF UNDERSTANDING shall be in full force and effect from the period of execution of this document through June 30, 2013.

SEIU LOCAL 284	Independent School Dist. 191
450 Southview Blvd.	100 River Ridge Court
South St. Paul, MN 55075-2395	Burnsville, MN 55337

_____	_____
Union Representative Chair	Employee Representative Clerk

Dated: _____ 2012	Dated: _____ 2012
-------------------	-------------------

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between Independent School District 191 (hereinafter referred to as the School District) and SEIU LOCAL 284 (hereinafter referred to as the Union), representing the Food Service Employees of the School District as follows:

- 1. The parties have entered into a collective bargaining agreement covering the period July 1, 2013 through June 30, 2015.
- 2. Notwithstanding the collective bargaining agreement Article VI, Section 5, the following food services employees shall receive longevity pay at the rate of \$.31 per hour for the period from July 1, 2013 through June 30, 2014.

ERZ, MARCIA
 SANDBERG, ANN
 TEACHOUT, EVI SUE
 EVANS, CHRISTINE O

- 3. Notwithstanding the collective bargaining agreement Article VI, Section 5, the following food services employees shall receive longevity pay at the rate of \$.31 per hour for the period from July 1, 2014 through June 30, 2015.

TEACHOUT, EVI SUE

This MEMORANDUM OF UNDERSTANDING shall be in full force and effect from the period of execution of this document through June 30, 2015.

SEIU LOCAL 284
 450 Southview Blvd.
 South St. Paul, MN 55075-2395

Independent School Dist. 191
 100 River Ridge Court
 Burnsville, MN 55337

 Union Representative Chair

 Employee Representative Clerk

Dated: _____2014

Dated: _____2014

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between Independent School District 191 (hereinafter referred to as the School District) and SEIU LOCAL 284 (hereinafter referred to as the Union), representing the Food Service Employees of the School District as follows:

1. The parties have entered into a collective bargaining agreement covering the period July 1, 2011 through June 30, 2013.
2. Management and staff agree that adequate staffing in district kitchens is an important factor in service quality and employee satisfaction. In order to work cooperatively toward improvements in this area, management and the Union shall each appoint up to four (4) representatives to a Joint Labor/Management Kitchen Staffing Committee. Management's appointees shall include the Director of Food Service and the Director of Human Resources. The Union's appointees shall include the union Steward(s). The committee shall meet at least three (3) times per school year during the duration of this agreement. The goal of the committee shall be to produce annual written recommendations to the Cabinet on improvements to areas including, but not limited to, staffing levels in kitchens, recruitment of new staff, recruitment and training of substitutes and methods for assigning substitutes.

This MEMORANDUM OF UNDERSTANDING shall be in full force and effect from the period of execution of this document through June 30, 2013.

SEIU LOCAL 284
450 Southview Blvd.
South St. Paul, MN 55075-2395

Independent School Dist. 191
100 River Ridge Court
Burnsville, MN 55337

Union Representative Chair

Employee Representative Clerk

Dated: _____2014

Dated: _____2014

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between Independent School District 191 (hereinafter referred to as the School District) and SEIU LOCAL 284 (hereinafter referred to as the Union), representing the Food Service Employees of the School District as follows:

1. The parties have entered into a collective bargaining agreement covering the period July 1, 2013 through June 30, 2015.

2. The parties agree with respect to health coverage subject to Affordable Health Care Act, the District reserves the right to provide coverage "in addition to" the coverage described herein, for one or more individuals covered by this agreement, in order to manage the potential penalties to which the District may be subject. Such coverage in addition to the coverage described herein will be considered bargained but specifically will not be considered part of the aggregate value of the benefits and specifically will not be subject to any applicable aggregate reduction in value limitations.

This MEMORANDUM OF UNDERSTANDING shall be in full force and effect from the period of execution of this document through June 30, 2015.

SEIU LOCAL 284
450 Southview Blvd.
South St. Paul, MN 55075-2395

Independent School Dist. 191
100 River Ridge Court
Burnsville, MN 55337

Union Representative Chair

Employee Representative

Dated: _____ 2014

Dated: _____ 2014

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between Independent School District 191 (hereinafter referred to as the School District) and SEIU LOCAL 284 (hereinafter referred to as the Union), representing the Food Service Employees of the School District as follows:

- 1. The parties have entered into a collective bargaining agreement covering the period July 1, 2013 through June 30, 2015.
- 2. This MOU applies to the following employees as indicated:

Catherine Quinn

3. The Union and the District agree on the formation of a temporary Production Manager position at Burnsville High School, in lieu of an Assistant Cook Manager, with the identified employee as the sole holder of this position.

4. Notwithstanding the collective bargaining agreement Article VI, Section 1, the identified employee shall be eligible for Step 2 Cook Manager (Secondary-BHS) while she retains the Production Manager position.

5. Quinn will remain the Production Manager unless she resigns, applies for and is accepted to a different position, or is removed for cause. The temporary Production Manager position will remain in effect only as long as Quinn occupies the position. Once the Production Manager position is vacated, an Assistant Cook Manager position will be posted and reinstated at BHS.

6. The identified employee shall retain the amount of hours, days, seniority placement, level and benefits that are in effect one day prior to the effective date of the MOU while she holds the Production Manager position.

This MEMORANDUM OF UNDERSTANDING shall be in full force and effect from the period of execution of this document through June 30, 2015.

SEIU LOCAL 284
450 Southview Blvd.
South St. Paul, MN 55075-2395

Independent School Dist. 191
100 River Ridge Court
Burnsville, MN 55337

Union Representative Chair

Employee Representative Clerk

Dated: _____ 2014

Dated: _____ 2014

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between Independent School District 191 (hereinafter referred to as the School District) and SEIU LOCAL 284 (hereinafter referred to as the Union), representing the Food Service Employees of the School District as follows:

- 1. The parties have entered into a collective bargaining agreement covering the period July 1, 2013 through June 30, 2015.
- 2. Notwithstanding the collective bargaining agreement Article VI, Section 1, the following food services employees shall receive pay at the rate of \$ 13.24 per hour for the time worked from July 1, 2014 through June 30, 2015.

Melissa Lawler
 Tracy Sexton
 Sandra Koshenina
 Taylor Quam

This MEMORANDUM OF UNDERSTANDING shall be in full force and effect from the period of execution of this document through June 30, 2015.

SEIU LOCAL 284
 450 Southview Blvd.
 South St. Paul, MN 55075-2395

Independent School Dist. 191
 100 River Ridge Court
 Burnsville, MN 55337

Union Representative Chair

Employee Representative Clerk

Dated: _____2014

Dated: _____2014

~~ CONTINUATION COVERAGE RIGHTS UNDER COBRA **~~**

Introduction

~~You are receiving this notice because you have recently become covered under a group health plan (the Plan). This notice contains important information about your right to COBRA continuation coverage, which is a temporary extension of coverage under the Plan. This notice generally explains COBRA continuation coverage, when it may become available to you and your family, and what you need to do to protect the right to receive it.~~

~~The right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation coverage can become available to you when you would otherwise lose your group health coverage. It can also become available to other members of your family who are covered under the Plan when they would otherwise lose their group health coverage. For additional information about your rights and obligations under the Plan and under federal law, you should review the Plan's Summary Plan Description or contact the Plan Administrator.~~

What is COBRA Continuation Coverage?

~~COBRA continuation coverage is a continuation of Plan coverage when coverage would otherwise end because of a life event known as a "qualifying event." Specific qualifying events are listed later in this notice. After a qualifying event, COBRA continuation coverage must be offered to each person who is a "qualified beneficiary." You, your spouse, and your dependent children could become qualified beneficiaries if coverage under the Plan is lost because of the qualifying event. Under the Plan, qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.~~

~~If you are an employee, you will become a qualified beneficiary if you lose your coverage under the Plan because either one of the following qualifying events happens:~~

- ~~• Your hours of employment are reduced, or~~
- ~~• Your employment ends for any reason other than your gross misconduct.~~

~~If you are the spouse of an employee, you will become a qualified beneficiary if you lose your coverage under the Plan because any of the following qualifying events happens:~~

- ~~• Your spouse dies;~~
- ~~• Your spouse's hours of employment are reduced;~~
- ~~• Your spouse's employment ends for any reason other than his or her gross misconduct;~~
- ~~• Your spouse becomes entitled to Medicare benefits (under Part A, Part B, or both); or~~
- ~~• You become divorced or legally separated from your spouse.~~

~~Your dependent children will become qualified beneficiaries if they lose coverage under the Plan because any of the following qualifying events happens:~~

- ~~• The parent-employee dies;~~
- ~~• The parent-employee's hours of employment are reduced;~~
- ~~• The parent-employee's employment ends for any reason other than his or her gross~~

- misconduct;
- The parent-employee becomes entitled to Medicare benefits (Part A, Part B, or both);
- The parents become divorced or legally separated; or
- The child stops being eligible for coverage under the plan as a "dependent child."

When is COBRA Coverage Available?

The Plan will offer COBRA continuation coverage to qualified beneficiaries only after the Plan Administrator has been notified that a qualifying event has occurred. When the qualifying event is the end of employment or reduction of hours of employment, death of the employee, or the employee's becoming entitled to Medicare benefits (under Part A, Part B, or both), the employer must notify the Plan Administrator of the qualifying event.

You Must Give Notice of Some Qualifying Events

For the other qualifying events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you must notify the Plan Administrator within 60 days after the qualifying event occurs. You must provide this notice to the Human Resources Department. You will be required to provide documentation to substantiate the qualifying event.

How is COBRA Coverage Provided?

Once the Plan Administrator receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage on behalf of their spouses, and parents may elect COBRA continuation coverage on behalf of their children.

COBRA continuation coverage is a temporary continuation of coverage. When the qualifying event is the death of the employee, the employee's becoming entitled to Medicare benefits (under Part A, Part B, or both), your divorce or legal separation, or a dependent child's losing eligibility as a dependent child, COBRA continuation coverage lasts for up to a total of 36 months. When the qualifying event is the end of employment or reduction of the employee's hours of employment, and the employee became entitled to Medicare benefits less than 18 months before the qualifying event, COBRA continuation coverage for qualified beneficiaries other than the employee lasts until 36 months after the date of Medicare entitlement. For example, if a covered employee becomes entitled to Medicare 8 months before the date on which his employment terminates, COBRA continuation coverage for his spouse and children can last up to 36 months after the date of Medicare entitlement, which is equal to 28 months after the date of the qualifying event (36 months minus 8 months). Otherwise, when the qualifying event is the end of employment or reduction of the employee's hours of employment, COBRA continuation coverage generally lasts for only up to a total of 18 months. There are two ways in which this 18-month period of COBRA continuation coverage can be extended:

Disability extension of 18-month period of continuation coverage

If you or anyone in your family covered under the Plan is determined by the Social Security Administration to be disabled and you notify the Plan Administrator in a timely fashion, you and your entire family may be entitled to receive up to an additional 11 months of COBRA continuation coverage, for a total maximum of 29 months. The disability would have to have started at some time

before the 60th day of COBRA continuation coverage and must last at least until the end of the 18-month period of continuation coverage. The documentation to substantiate the disability must be provided to the Human Resources Department no later than 30 days after it has been received from the Social Security Administration.

Second qualifying event extension of 18-month period of continuation coverage

If your family experiences another qualifying event while receiving 18 months of COBRA continuation coverage, the spouse and dependent children in your family can get up to 18 additional months of COBRA continuation coverage, for a maximum of 36 months, if notice of the second qualifying event is properly given to the Plan. This extension may be available to the spouse and any dependent children receiving continuation coverage if the employee or former employee dies, becomes entitled to Medicare benefits (under Part A, Part B, or both), or gets divorced or legally separated, or if the dependent child stops being eligible under the Plan as a dependent child, but only if the event would have caused the spouse or dependent child to lose coverage under the Plan had the first qualifying event not occurred.

If You Have Questions

Questions concerning your Plan or your COBRA continuation coverage rights should be addressed to the contact or contacts identified below. For more information about your rights under ERISA, including COBRA, the Health Insurance Portability and Accountability Act (HIPAA), and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor’s Employee Benefits Security Administration (EBSA) in your area or visit the EBSA website at www.dol.gov/ebsa. (Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA’s website.)

Keep Your Plan Informed of Address Changes

In order to protect your family’s rights, you should keep the Plan Administrator informed of any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator.



AGENDA ITEM: III G

To: Members of the Board of Education
Superintendent Joe Gothard

From: Stacey Sovine
Executive Director of Human Resources

Date: September 11, 2014

RE: Seasonal, casual and temporary employee Pay Rates for the 2014-15 School Year

Recommendation: That the Board of Education approves the following rates of pay for the 2014-15 school year.

Discussion:

The following rates of pay and stipend amounts are both fiscally responsive and competitive with surrounding districts. Most rates have remained flat. There's a recommendation extended to the Board to approve all rates listed herein.

GENERAL

2014 / 2015 Effective: 9/1/2014

Adapted Athletic Facil.	\$	1,937.00	
Awards Coordinator	\$	474.00	
BHS Graduation Coordinator	\$	1,326.00	
Career Fair Coordinator	\$	1,683.00	
Curriculum Lead	\$	1,000.00	
DECA	\$	3,704.00	
El. Administrative Asst.	\$	2,113.00	
Elem. Arts Festival Coordinator	\$	700.00	
Equipment Mgr	\$	5,976.00	
Extended Year Site Coordinator - 9th Grade	\$	2,900.00	
Extended Year Site Coordinator - Elementary	\$	3,500.00	
Extended Year Site Coordinator - Elementary/ESL	\$	4,700.00	
Honor Society. Jr High	\$	684.00	
Mentor	\$	250.00	
Mentor Leadership Meetings	\$	50.00	per mtg
Natl.Honor Soc. Awards	\$	500.00	
Play Producer	\$	1,010.00	
Play Set Designer	\$	930.00	
Power of One	\$	668.00	
Robotics	\$	2,623.00	
Volunteer Coordinator	\$	2,744.00	
Webmaster Sec.	\$	3,124.00	

SUBSTITUTES (Casual)

Food Services	\$	10.90	per hour
Health Assistant Substitute Rate	\$	12.25	per hour
Health Assistant Substitute Rate (No Formal Medical License)	\$	12.25	per hour
LPNS Subbing for Health Assistants	\$	15.30	per hour
RN's with 2 - 3 Years Training	\$	20.40	per hour
RN's with B.S. Degree	\$	25.50	per hour
Clerical (Former Permanent Employees)	\$	22.25	per hour
Clerical (Casual Employees)	\$	15.90	up to step 1 of position classification
Education Assistant / Avid Tutor	\$	11.75	per hour
Instructors (Non-licensed)	\$	16.00	per hour
Summer Custodial	\$	11.75	

ATHLETICS

Athletic Coordinator	\$	4,843.00	
Basketball Announcer	\$	30.00	
Basketball Scorer	\$	20.00	per game (typically 3 games/night)
Basketball Site Supervisor	\$	80.00	
Basketball Supervision	\$	30.00	
Basketball Ticket seller/taker	\$	60.00	
Basketball Timer	\$	20.00	per game (typically 3 games/night)
Football Announcer	\$	30.00	
Football Field/Gate help	\$	40.00	
Football Scorer	\$	30.00	
Football Site Supervisor	\$	80.00	
Football Supervision	\$	30.00	
Football Ticket seller	\$	40.00	
Football Ticket taker	\$	40.00	
Football Timer	\$	30.00	
Hockey Announcer	\$	50.00	2 games (varsity & JV)
Hockey Scorer/timer	\$	50.00	2 games (varsity & JV)
Hockey Supervision	\$	30.00	
Lacrosse Announcer	\$	\$30 / \$50	single / doubleheader
Lacrosse On-field scorer/timer	\$	30.00	2 games (varsity & JV)
Lacrosse Scorer/timer	\$	30.00	2 games (varsity & JV)
Lacrosse Site Supervisor	\$	\$50 / \$80	single / doubleheader
Lacrosse Supervision	\$	30.00	
Lacrosse Ticket seller/taker	\$	\$40 / \$70	single / doubleheader
Soccer Announcer/scorer/timer	\$	\$30 / \$50	single / doubleheader
Soccer Site Supervisor	\$	\$50 / \$80	single / doubleheader
Soccer Ticket seller/taker	\$	\$40 / \$70	single / doubleheader
Swimming Announcer	\$	30.00	
Swimming Head timer	\$	30.00	
Swimming Scorer	\$	30.00	
Swimming Ticket seller/taker	\$	30.00	
Volleyball Announcer	\$	30.00	
Volleyball Scorer/timer	\$	25.00	per match (typically 3 matches/night)
Volleyball Site Supervisor	\$	50.00	
Volleyball Ticket seller/taker	\$	40.00	
Wrestling Scorer	\$	30.00	
Wrestling Site Supervisor	\$	50.00	
Wrestling Ticket seller/taker	\$	30.00	
Wrestling Timer	\$	30.00	

STUDENTS

Student workers under 18	\$	7.25	per hour	\$	8.00	over age 18
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COMMUNITY EDUCATION

K+ Classroom Assistant	\$	13.00	per hour
Other Unspecified Activities Based Upon Registration	\$	13.00	per hour

DATE

BURNSVILLE EAGAN SAVAGE
Independent School District 191
Human Resources

AGENDA ITEM: III H

To: Members of the Board of Education
Superintendent Joseph Gothard

From: Stacey Sovine
Executive Director of Human Resources

Date: September 11, 2014

RE: **Proposed adoption of the Terms and Conditions of Employment for Community Education Employees of Independent School District 191.**

RECOMMENDATION: THAT THE BOARD OF EDUCATION APPROVE THE PROPOSED REVISIONS AND RE-ADOPT THE UNCHANGED LANGUAGE IN THE 2013 - 2015 TERMS AND CONDITIONS OF EMPLOYMENT FOR THE COMMUNITY EDUCATION EMPLOYEES OF INDEPENDENT SCHOOL DISTRICT #191.

On August 1, 2014 a new minimum wage law went into effect raising the state's minimum wage from \$6.15 to \$8.00. Starting salaries in Community Education under the current Terms and Conditions of Employment were \$7.45. The proposed changes would bring the Terms and Conditions into compliance with the new law.

**2013-2015 GENERAL TERMS AND CONDITIONS OF EMPLOYMENT:
COMMUNITY EDUCATION EMPLOYEES**

Purpose. This policy outlines the general terms and conditions of employment for Community Education employees (“employee” or “employees”) of Independent School District No. 191, Burnsville (“District” or “School Board”). This policy does not create an express or implied contract between any employee and the District. The School Board may modify this policy at any time, without prior notice, as the Board sees fit. The terms and conditions in this policy will remain in effect until the Board modifies this policy.

Community Education Employees. For purposes of this policy, individuals holding any of the following positions are deemed to be “Community Education employees”:

Coordinator Levels I, II, and III, Program Specialists, Program Supervisors, Program Associates, Program Assistants, and Program Aides

This Policy does not apply to independent contractors who provide services to the School District’s Community Education Program.

At-Will Employment. The employees covered by this policy are employed on an at-will basis regardless of any statements, representations, procedures, or other policies that may be made or promulgated by the District or its agents or representatives. As a result, the District may discipline or discharge an employee as the District sees fit and for any reason that is not unlawful. The District is not required to show cause when disciplining or discharging an employee. Employees may resign from the District at any time and for any reason. This paragraph does not apply to any employee who is required to hold a license from the Minnesota Department of Education or the Minnesota Board of Teaching.

Performance of Duties. Employees must faithfully perform, at a professional level of competence, the services and duties prescribed by the District, regardless of whether such duties are specifically described in this policy, in a job description, in a notice of assignment, or in another document. Prompt and regular attendance is an essential function of each employee’s job. Employees must also comply with all lawful directives issued by the Superintendent or by any other individual with supervisory authority. In addition, employees must comply with all applicable federal and state laws and with all rules, regulations, and policies established by the District. Employees may not, directly or indirectly, engage or participate in any action or conduct that conflicts in any respect with the interests of the District. Toward that end, employees may not engage or participate in any action or conduct that is inconsistent with their job duties, the basic educational mission of the District, or the desired image of the District.

Assignment. The annual, weekly and daily work schedule for Community Education employees shall be determined by the School District. Work schedules shall include the start and end times of a work day. Daily, weekly or annual work assignments are subject to modification by the School District. Employees who are assigned to work more than six (6) hours a day will be provided an unpaid duty-free lunch period of 1/2 hour.

- a. **Definitions. Full-Time Employees:** Full-time employees are employees assigned at the start of a fiscal year to work a minimum of 1,560 hours in a single position during the fiscal year (July 1 – June 30).

Part-Time Employees: Part-time employees are employees assigned at the start of a fiscal year to work a minimum of 1,040 hours in a single position during the fiscal year, but less than 1,560 hours.

Seasonal, Substitute Or Temporary Employees: Employees assigned at the start of a fiscal year to work 1,039 hours or less in a single position or combination of positions during the fiscal year are casual, substitute or temporary employees.

- b. **Overtime.** Employees who hold a non-exempt position will receive one and one-half (1.5) times their regular rate of pay for all time worked in excess of forty (40) hours per week. Vacation days, personal days, compensatory time, or sick leave and paid holiday hours will not be counted as hours worked when determining overtime obligations in a given week. Overtime must be pre-approved by the employee's Supervisor. Employees may elect compensatory time off in lieu of overtime pay, as mutually agreed upon between the employee and Supervisor. Such election must be made on the date overtime is assigned/approved. If compensatory time is elected, the employee must specify the date(s) that the compensatory time will be taken, and such date(s) must be within the same pay period or if sufficient time does not exist within the same pay period, no later than the end of the following pay period. Beyond the basic duty day, all employees may be required to attend and participate in meetings and school-sponsored events and activities.
- c. **Modification of assignment.** The Executive Director of Human Resources may reassign an employee or modify an employee's assignment at any time and for any reason. In addition, the Executive Director of Human Resources may modify an existing job description for an employee's position or create a new job description at any time.
- d. **Temporary Assignments.** A Community Education employee who temporarily replaces an employee in a higher Pay Grade for an assignment of 30 or more consecutive working days, shall be paid the wage for the higher Pay Grade retroactive to the first day of the assignment. The step level of the employee shall not be changed (increased or decreased) during a temporary assignment.

Individual Contracts. In accordance with Minnesota law, the District will issue an individual contract to each employee who is required to hold a license from the Minnesota Department of Education or the Minnesota Board of Teaching.

Compensation. The Board will determine the compensation of each employee covered by this policy. For the 2013-2014 school year and the 2014-2015 school year, the Board will set wages for full-time

and part-time employees is set forth in Wage Schedule No. 1 of this Policy and wages for casual, substitute or temporary employees is set forth in Wage Schedule No. 2 of this Policy.

Step Placement/Advancement.

- a. The Step levels (Steps 1 through 7) of Wage Schedule No. 1 of this Policy shall apply only to full-time and part-time employees. New hires or employees who are assigned to a different position shall be placed at an initial step level, as determined by the School District, based on the employee's background and experience.
- b. Full-time and part-time employees covered by Wage Schedule No. 1 shall be eligible for step advancement, as determined by the School District, based on assessment of the employee's performance. Step advancement shall be determined on July 1 of each fiscal year. Employees hired prior to January 1 shall be eligible for step advancement on July 1. Employees hired after January 1 shall not be eligible for step advancement until July 1 of the following calendar year.

Additional Compensation.

- a. Effective July 1, 2013, full-time and part-time employees, as defined in this Policy, who have successfully completed ten (10) years of consecutive years of service in the Community Education Department, shall receive an additional \$1.00 per hour above their hourly base rate of pay. Employees who have successfully completed fifteen (15) consecutive years of employment in the Community Education Department, will receive an additional \$1.50 per hour above their hourly base rate of pay. Full-time and part-time employees who have successfully completed twenty (20) years of consecutive years of service in the Community Education Department, shall receive an additional \$1.75 per hour above their hourly base rate of pay. Effective July 1, 2014, full-time and part-time employees, as defined in this Policy, who have successfully completed ten (10) years of consecutive years of service in the Community Education Department, shall receive an additional \$1.00 per hour above their hourly base rate of pay. Full-time and part-time employees who have successfully completed fifteen (15) consecutive years of employment in the Community Education Department, will receive an additional \$1.50 per hour above their hourly base rate of pay. Full-time and part-time employees who have successfully completed twenty (20) years of consecutive years of service in the Community Education Department, shall receive an additional \$2.00 per hour above their hourly base rate of pay.
- b. Effective July 1, 2011, seasonal, substitute or temporary employees, as defined in this Policy, who were employed prior to July 30, 2005 and who have successfully completed ten (10) years of consecutive years of service in the Community Education Department, shall receive an additional \$1.00 per hour above their hourly base rate of pay. Employees who have successfully completed fifteen (15) consecutive years of employment in the Community Education Department, will receive an additional \$1.50 per hour above their hourly base rate of pay.

Daily Rate of Pay. In the event the District needs to determine a daily rate of pay for an employee, the employee's annual salary will be divided by the number of duty days assigned to the employee.

Holidays. In the absence of an emergency or a change in the school calendar, employees are not expected to work on the following holidays:

- | | |
|-----------------------|------------------------------|
| 1. New Year's Eve Day | 6. Thanksgiving Day |
| 2. New Year's Day | 7. Day after Thanksgiving |
| 3. Memorial Day | 8. Christmas Eve Day |
| 4. Independence Day | 9. Christmas Day |
| 5. Labor Day | 10. One (1) Floating Holiday |

Holiday pay shall be prorated for full-time employees who are assigned less than an eight hour work day. Floating Holiday must be approved by supervisor prior to taking. Part-time and seasonal, substitute or temporary employees shall not be entitled to paid holidays.

Insurance Benefits. As described below, the District will contribute toward the cost of the premium for certain types of insurance for full-time employees who otherwise qualify for and enroll in the insurance policy, plan, or program. The District will select the insurance policies, plans, and programs. To the extent permitted by law, upon separating from employment with the District a former employee may continue to participate in a group health insurance plan, but such participation will be at the former employee's sole expense.

- a. **Single Health and Hospitalization Insurance.** The District will contribute an amount equal to 95% of the composite premium for a full-time employee who enrolls the single plan. The composite premium will be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby the HRA and the in-network deductible equals the in-network out of pocket maximum. The remainder of the cost of the plan will be borne by the employee via payroll deduction.
- b. **Dependent Health and Hospitalization Insurance.** The District will contribute an amount equal to 70% of the composite premium for a full-time employee who enrolls in the dependent health insurance plan. The composite premium will be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby the HRA and the in-network deductible equals the in-network out of pocket maximum. The remainder of the cost of the plan will be borne by the employee via payroll deduction.
- c. **Dental Insurance.** The District will pay the equivalent of 100% of the premium for single insurance toward either single or dependent coverage for a full-time employee who elects to participate in the District's group dental plan.

- d. **Group Term Life Insurance.** The District will pay 100% of the premium for a group term life insurance policy with a death benefit of twenty thousand dollars (\$20,000) for each full-time employee who qualifies for life insurance.
- e. **Long-Term Disability (LTD) Insurance.** Income Protection coverage will be provided each full-time employee at District expense. Disability pay will be governed by the policy in effect. After a Community Education employee has been ill or disabled for more than thirty (30) consecutive days, the employee may use sick leave on a fractional basis, together with the income protection plan to equal full salary for an additional sixty (60) days. Maximum of (20) full sick days per illness may be used in this manner, provided the employee has sufficient accumulated days.
- g. **Disclaimer.** No claim or cause of action may be brought against the District for any claim that is not covered or paid by insurance. The District is not insuring or guaranteeing that any particular claim will be paid or covered by any insurance policy, plan, or program, or that any specific amount will be paid out under any policy, plan, or program. Any description of insurance benefits in this policy is intended to be general and informational only and is subject to change in the discretion of the School Board. The eligibility any particular employee and the employee's dependent(s) is governed by the terms of the actual insurance policy, plan, or program. The District's only obligation is to make the premium contributions that are identified in this policy, as it currently is written or as amended at any time in the future, for full-time employees who otherwise qualify for and enroll in the particular insurance plan or program.

Sick Leave. Each full-time employee will earn sick leave at the rate of thirteen (13) days per school year and may accumulate a maximum of 60 days of sick leave. Part-time employees will earn sick leave on a prorated basis. An employee's use of sick leave is subject to the following conditions:

- a. The Superintendent may allow an employee to use up to five days of annual sick leave in advance of the monthly accrual, but the advance of sick leave will be deducted from subsequent accrual in that year. Any absences due to illness that are in excess of the employee's accumulated sick leave and annual accrual will be without pay.
- b. An employee may use accumulated sick leave whenever he/she is absent due to illness or a serious health condition that prevents his/her attendance or the performance of his/her job duties; to care for a sick or injured child who is eighteen years of age or younger; and for any other reason expressly permitted by state or federal law. An employee may use up to five (5) days of accumulated sick leave to care for a spouse who is suffering from an illness or serious health condition. In addition, an employee may use up to one (1) day of accumulated sick leave per school year to attend the funeral of an individual who is not in the employee's immediate family. Sick leave may not be used to conduct personal business.
- c. If the employee reports being absent due to illness or serious health condition, the District may require the employee to provide a certification from a qualified physician

stating that the absence was due to an illness or a serious health condition. The District will make the final determination as to whether the employee is entitled to receive sick leave for a given absence.

- d. Upon separating from employment with the District for any reason, an employee will have no right to receive any compensation for any unused days of accumulated sick leave.

Bereavement Leave. An employee may take up to five (5) days of paid bereavement leave per year for any death(s) that occurs in the employee's immediate family. For purposes of this Agreement, "immediate family" includes a spouse, children, parents, siblings, grandparents, grandchildren, and in-laws (mother-in-law, father-in-law, son-in-law, brother-in-law, and sister-in-law). The Executive Director of Human Resources may, in his/her sole discretion, grant up to ten (10) additional days of bereavement leave per school year for reasons such as multiple deaths in the immediate family and out-of-state funerals.

Vacation.

- a. **Eligibility.** Full-time Community Education employees are eligible for paid vacation days. Part-time and casual, substitute or temporary employees are not eligible for paid vacation.
- b. **Vacation Accrual and Use.** Ten (10) paid vacation days shall be credited to each full-time employee at the beginning of each fiscal year (July 1). A vacation day shall be paid in an amount equivalent to the hours of an employee's assigned work day. Vacation leave must be scheduled in advance with the employee's immediate supervisor. Vacation leave credited to an employee must be taken during the same fiscal year, or within the following twelve (12) months, or it is forfeited.
- c. **Additional Vacation Leave.** Full-time employees at Pay Grade 4 and above shall be credited with additional paid vacation leave each fiscal year as follows: eight (8) hours of paid vacation leave multiplied by the employee's consecutive years of employment with the Community Education Department, up to a maximum of an additional 64 hours of vacation leave in a fiscal year. Under no circumstances may an employee's paid vacation leave exceed 18 days.
- d. **Termination.** If an employee leaves the district in good standing, the employee shall be paid for unused vacation leave prorated by the actual time worked in the fiscal year of termination. If on the date of termination the employee has taken more vacation leave than his/her prorated vacation leave, he/she shall be required to pay the difference back to the District.

Parental Leave. Full-time and part-time employees may apply for an unpaid parental leave. Such applications must be submitted to the Executive Director of Human Resources, and leaves may be granted solely at the discretion of the School Board. The terms of unpaid parental leaves are as follows:

- a. A parental leave of absence may be granted for a period of time immediately subsequent to the birth of an employee's child, or in the case of adoption, for a period of time immediately after a child is physically placed with the employee.
- b. Under no circumstances will unpaid parental leave be granted pursuant to this Section unless the employee applies at least two (2) calendar months prior to the estimated date of the child's birth or adoption.
- c. The length of an unpaid parental leave pursuant to this Section is at the discretion of the School District. An employee may apply to extend a parental leave of absence; however, under no circumstances will a parental leave of absence exceed two (2) fiscal years. Employees on unpaid parental leave of absence pursuant to this Section shall be eligible to continue coverage under the School District's group health/dental insurance plans, if the employee would otherwise be eligible as an active employee, subject to the limitations of the insurance carrier and COBRA. The employee shall be responsible for the full cost of premiums during continued participation in the School District's group health insurance plans during a parental leave of absence.
- d. Employees on unpaid parental leaves of absence pursuant to this Section shall not receive step advancement or any other increase in wages during the period of their leave, nor shall the period of the leave of absence be counted toward eligibility for longevity pay under the applicable Wage Schedule.

Jury Duty. An employee who is called for jury duty will be reimbursed for the difference between the amount paid for serving on the jury and the employee's regular salary during the period of service. To the extent possible, employees will be expected to report or otherwise perform their regular duties when temporarily excused from attending court.

Other Types of Leave. To the extent required by law, the District will grant other types of leave. In addition, the School Board may, in its discretion, grant additional types of leave that are not required by law.

Emergency Dismissal. If a Community Education employee is notified not to report to work due to inclement weather or an emergency situation, he/she shall not be paid for that work day(s). If a Community Education employee is dismissed during a work day by authority of the Executive Director of Human Resources, he/she shall be paid wages for actual time worked up to the time of notification of dismissal. Notification that school is cancelled or delayed for children is NOT notification that Community Education employees are excused from work, and they are expected to report to work unless otherwise directed by the Executive Director of Human Resources or his/her designee.

Expense Reimbursement. The District will reimburse employees for mileage and reasonable expenses of job related activities. Employees may be given time to participate in professional conferences and seminars, and will be reimbursed for reasonable expenses associated with attending such conferences and seminars, provided that the conference or seminar was approved in advance by

the supervising administrator or the Superintendent. To obtain reimbursement, employees must submit the required forms in accordance with School Board policy.

Flexible Benefit Plan. The District has established a Flexible Benefit Plan under IRS Code 125. Regulations and procedures are available in the Human Resources Office. A School Board policy and accompanying regulations have been developed and will be updated annually to comply with IRS Regulations.

Matching Contribution Eligibility. Employees may participate in a tax- sheltered annuity pursuant to United States Public Law No. 87-370, Minnesota Statutes section 123B.02, subdivision 15, and School District policy. To the extent permitted by federal and state law, including Minnesota Statutes section 356.24, the District will match up to \$470.50 per year to an approved Minnesota deferred compensation program for an employee who has completed one year of service with the District. Part-time employees will receive a pro-rated contribution to a Minnesota deferred compensation program based on their F.T.E. equivalency as of July 1.

- a. **Employees on Leave.** An employee on an unpaid leave of absence is not eligible to participate in the plan.
- b. **Plan Year Begins July 1.** The annual year for the School District contributions is July 1 through June 30. Changes in District matching amounts must occur on July 1 of each year.
- c. **Employee Application.** Employees must apply to participate in the eligible TSA plan by July 1 for upcoming school year. Once an eligible employee elects to participate in the TSA investment program, the election will remain in effect for that school year and for each subsequent year unless modified by the employee.
- d. **Compliance with Federal and State Laws.** The plan is subject to applicable code provisions of the Minnesota Statutes, IRS Code Section 403(b).
- e. **Enrollment Limited to Participating Companies.** Tax sheltered annuity purchases will be limited to companies approved by the District.
- f. **Maximum District Contribution.** The amount the District contributes to an employee's matching TSA plan may not exceed thirty thousand dollars (\$30,000) during the employee's entire period of employment with the District.

Section 457 Plan. Employees are eligible to participate in Section 457 deferred compensation plans, subject to applicable state and federal law. Elective deferrals must be with vendors approved by the School District and on file with the Office of Human Resources. The School District shall not make matching contributions to a Section 457 Plan.

Independent School District No. 191 is an Equal Opportunity Employer and does not discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, disability, status with regard to public assistance, sexual orientation, or age.

**RATE SCHEDULE NO. 1
FOR FULL AND PART-TIME EMPLOYEES**

Effective July 1, 2013

Pay Grade	Title	Step 1/2	Step 3/4	Step 5/6	Step 7
9	Coordinator III Youth Services Coordinator Site Coordinator-Child Care	\$20.45	\$21.90	\$23.60	\$24.35
8	Coordinator II Activities Coordinator	\$19.35	\$20.65	\$22.95	\$23.65
7	Coordinator I Pool Coordinator Team Coordinator-School Age Team Coordinator-Early Childhood Team Coordinator-Dual Language	\$16.55	\$17.70	\$20.05	\$20.75
6	Program Supervisor Supervisor-Early Childhood Supervisor-School Age	\$13.75	\$14.75	\$15.95	\$16.55
5	Program Specialist Specialist-Welcome Center Family Support	\$12.60	\$13.50	\$14.45	\$15.05
4	Program Associate Associate-School Age Associate-Early Childhood	\$11.50	\$12.30	\$13.00	\$13.50
3	Program Assistant Assistant-Early Childhood Assistant-School Age	\$9.55	\$10.20	\$10.65	\$11.15
2	Program Aide Aide-Early Childhood Aide-School Age	\$7.45	\$7.80	\$8.10	\$8.30

**RATE SCHEDULE NO. 1
FOR FULL AND PART-TIME EMPLOYEES**

Effective July 1, 2014

Pay Grade	Title	Step 1/2	Step 3/4	Step 5/6	Step 7
9	Coordinator III Youth Services Coordinator Site Coordinator-Child Care	\$20.65	\$22.10	\$23.80	\$24.55
8	Coordinator II Activities Coordinator	\$19.50	\$20.85	\$23.15	\$23.85
7	Coordinator I Pool Coordinator Team Coordinator-School Age Team Coordinator-Early Childhood Team Coordinator-Dual Language	\$16.70	\$17.85	\$20.25	\$20.95
6	Program Supervisor Supervisor-Early Childhood Supervisor-School Age	\$13.90	\$14.85	\$16.10	\$16.70
5	Program Specialist Specialist-Welcome Center Family Support	\$12.70	\$13.65	\$14.60	\$15.20
4	Program Associate Associate-School Age Associate-Early Childhood	\$11.60	\$12.40	\$13.10	\$13.65
3	Program Assistant Assistant-Early Childhood Assistant-School Age	\$9.65	\$10.30	\$10.75	\$11.25
2	Program Aide (Expire July 31, 2014) Aide-Early Childhood Aide-School Age	\$7.55	\$7.90	\$8.20	\$8.40
2	Program Aide (Effective August 1, 2014) Aide-Early Childhood Aide-School Age	\$8.00	\$8.10	\$8.20	\$8.40

**WAGE SCHEDULE NO. 2
FOR SEASONAL, SUBSTITUTE AND TEMPORARY EMPLOYEES**

Effective July 1, 2013 - July 1, 2015

Pay Grade	Title	Hourly Wage	
		7/1/2013	7/1/2014
9	Coordinator III Youth Services Coordinator Site Coordinator-Child Care	\$20.45	\$20.65
8	Coordinator II Institute Coordinator-Gifted & Talented Examiner-GED Activities Coordinator	\$19.35	\$19.50
7	Coordinator I Pool Coordinator Team Coordinator-School Age Team Coordinator-Early Childhood Facilitator-Computer Lab Assessment Coordinator-ABE	\$16.55	\$16.70
6	Program Supervisor Supervisor-Early Childhood Supervisor-School Age Instructor-Water Safety Supervisor-Youth Services	\$13.75	\$13.90
5	Program Specialist Specialist-Welcome Center Family Support	\$12.60	\$12.70
4	Program Associate Associate-Early Childhood Associate-School Age	\$11.50	\$11.60
3	Program Assistant Assistant-Youth Programs Assistant-Early Childhood Assistant-School Age Aide-Water Safety Lifeguard Building Monitor	\$9.55	\$9.65
2	Program Aide (Expire July 31, 2014) Aide-Early Childcare Aide-School Age Deck Guard	\$7.45	\$7.55
2	Program Aide (Effective August 1, 2014) Aide-Early Childcare Aide-School Age Deck Guard	\$7.45	\$8.00